

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

**21-08 DOWNTOWN AQUATIC CENTER
POOL RE-PLASTERING PROJECT**

Prepared Under the Direction of

Seung Yang, P.E.

City Engineer

Copy No. _____

Checked by _____

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SECTION A

**CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

**DOWNTOWN AQUATIC CENTER – POOL REPLASTER
CITY PROJECT NO. 21-08**

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **11:00 A.M., Monday, November 1, 2021**, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of re-plastering the pool at the City of Costa Mesa Downtown Aquatic Center located at 1860 Anaheim Avenue.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

3. **PRE-BID MEETING OR JOB WALK:** A mandatory pre-bid job walk has been scheduled for **Thursday, October 13, 2021 at 09:00 a.m. at the project site. Located at 1860 Anaheim Ave. Costa Mesa, CA 92627**
4. **BID CONTENTS:** All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
5. **BID SECURITY:** Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk prior to the bid submission deadline.
6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "C-53" (Swimming Pool Contractor)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a “public work” subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations’ website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
9. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
10. **RETENTION:** The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY’S RIGHT TO REJECT BIDS:** The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact Associate Engineer: Bobby Fouladi, Public Services Department, via e-mail at bobby.fouladi@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: September 30, 2021

SECTION B

INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be **rejected**. Each Bidder is responsible for acknowledging all addenda.
2. QUALIFICATION OF BIDDERS: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects that include pool re-plastering and pool concrete repair activities which have been completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid package.
3. BID SECURITY / BID BOND: Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office *at least one hour **prior*** to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. NONCOLLUSION AFFIDAVIT: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. SIGNATURE: Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. CORRECTIONS: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via PlanetBids: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. BID DEPOSIT RETURN: Deposits of three or more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of

executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after **5pm October 22, 2021** will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are

also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date: _____

Time: _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____	FAX: _____
-------------------------	-------------------

Plan Sheet: _____

Specification Section: _____

INTERPRETATION REQUESTED:

REPLY: _____

T0 A/E: _____

SECTION C

PROPOSAL FOR THE

DOWNTOWN AQUATIC CENTER – POOL REPLASTER CITY PROJECT NO. 21-08

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **DOWNTOWN AQUATIC CENTER – POOL REPLASTER , CITY PROJECT NO. 21-08**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN FORTY-FIVE (45) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with these Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SCHEDULE PROPOSAL					
ITEM #	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL PRICE (in figures)
1	MOBILIZATION	1	LS	\$	\$
2	DRAIN EXISTING POOL	1	LS	\$	\$
3	PROTECT IN PLACE AND TURN OFF EXISTING POOL EQUIPMENT	1	LS	\$	\$
4	REMOVE EXISTING POOL PLASTER, JOINT SEALANTS, AND TILE	4,600	SF	\$	\$
5	REMOVE RUSTED SECTIONS OF CONCRETE POOL	2,000	SF	\$	\$
6	REPAIR, AND/OR REPLACE REBAR	100	LF	\$	\$
7	REPLACE CONCRETE POOL SECTIONS	2,000	SF	\$	\$
8	REMOVE AND REPLACE TILE	900	SF	\$	\$
9	RE-PLASTER POOL	1	LS	\$	\$
10	POOL SYSTEM REFILL/START-UP	1	LS	\$	\$
11	REMOVE/INSTALL NEW ADA LIFT AND APPURTENANCES	1	LS	\$	\$
12	PERMITS AND INSPECTIONS	1	LS	\$	\$
13	ALLOWANCES	1	FA	\$ 20,500.00	\$ 20,500.00
	Total	-	-	-	\$
	TOTAL BID PROPOSAL FIGURES:				
	TOTAL BID PROPOSAL (Words):				

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.

Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, and P1-c and uploaded onto *PlanetBids*.

Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

(Please Type or Print)

Total Amount for Bid (in written words) _____
_____ (\$ _____) _____
in figures

Contractor's Lawful Name: _____

Bidder's Name: _____ Bidder's Initials: _____

Contractor's License No. _____ Expiration: _____

Contractor's Taxpayer I.D. Number: _____

Contractor's DIR Registration Number: _____

Signature: _____ Date: _____

Contractor's Address: _____

Telephone Number: (____) _____ Mobile No.: (____) _____

Fax Number: (____) _____ E-mail: _____

24-Hour Emergency Contacts:

_____	Telephone Number: (____) _____
Name	
_____	Mobile No.: (____) _____
Name	
_____	Telephone No.: (____) _____
Name	
_____	Mobile No.: (____) _____
Name	
_____	Telephone No.: (____) _____
Name	
_____	Mobile No.: (____) _____
Name	

Bidder's Initials

PROPOSAL SCHEDULE**(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of _____ (\$_____) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

 Bidder's Initials

Respectfully Submitted,

Contractor's Business Name		
Business Address: Street		
City	State	Zip
Business Phone Number		
Name		Title
City	State	Zip

Contractor	Title
Singed By	Title
Contractor's License No. and Classification	Exp. Date
Date	
Residence: Street	
Residence phone Number	

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation

Taxpayer I.D. Number: _____

	Can Sign	Must Sign
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name _____	<input type="checkbox"/>	<input type="checkbox"/>

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: _____

Name _____
Address _____
Name _____
Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.

Date Received

Bidder's Signature

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

Date Project Awarded

Awarding Agency

Agency's Contract Administrator Contact Information

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____ as principals, and _____ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of _____ (\$_____) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, _____, if accepted by the City of Costa Mesa, and if the above bounden, _____, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, _____, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this ____ day of _____, 20__.

Contractor/ Principal
(Notary Acknowledgement to be attached)

Surety/Power of Attorney
(Notary Acknowledgment to be attached)

Bidder's Initials

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Contractor Firm Name

Name of Principal

Title

Signature

Subscribed and sworn to before me by:

This ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

Bidder's Initials

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____

CONTRACTOR

Company Name

PROJECT: DOWNTOWN AQUATIC CENTER – POOL REPLASTER
CITY PROJECT NO. 21-08

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

Bidder's Initials



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN
CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

Bidder's Initials

SECTION D

PART 1

GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

BNi Building News
1612 S. Clementine Street
Anaheim, California 92802
(714) 517-0971

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

Where referenced in these Specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

The section numbers of these General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

The following modifications are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these modifications, these modifications shall have first precedence.

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

- | | |
|---------------------------------|--|
| (a) AGENCY | The City of Costa Mesa, California, hereinafter referred to as "CITY." |
| (b) BOARD | The City Council of the City of Costa Mesa, California, hereinafter referred to as "BOARD." |
| (c) CONTRACT DOCUMENTS | Documents including but not limited to the following: The proposal form P-1 through P-12, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Technical Specifications, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further specified in contract agreement. |
| (d) ENGINEER | The administrating officer of the City of Costa Mesa or his authorized representative hereinafter referred to as ENGINEER. |
| (e) BIDDER | Any individual, firm, partnership, corporation, or combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER. |
| (f) LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered. |
| (g) LABORATORY | An established laboratory approved and authorized by the ENGINEER for testing materials and work involved in the contract. |

1-3 ABBREVIATIONS

- | | |
|--------------|---|
| CALTRANS | State of California, Department of Transportation, Division of Highways |
| O.C.E.M.A. | Orange County Environmental Management Agency |
| L.A.C.F.C.D. | Los Angeles County Flood Control District |

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms **P-1** through **P-12** in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a sub-proposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a sub-proposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

1-6.1.1 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information for Bidders section of these specifications. The person

submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

The BIDDER shall inspect the soil conditions before submitting a bid. By submitting a bid, the BIDDER acknowledges that he is satisfied with the quality of the work area including but not restricted to the conditions affecting, handling and storage of materials, disposal of excess materials, and the soil conditions.

1-6.1.3 Return of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

1-6.2 Subcontractor Listing

[Add the following:].

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-6 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within **fourteen (14) days after the mailing of a Notice of Award to the BIDDER that the contract is ready for execution**. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY no later than **fourteen (14) days from Notice of Award** of the Contract by the CITY. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

The "Faithful Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the Contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion.

CONTRACTOR shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

A certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

The Work to be performed consists of, but is not limited to:

- Providing all documentation and information necessary to obtain Costa Mesa Building Department Permits (no fee) and Orange County Health Department Permits (fee paid by contractor).
- Scheduling and complying with all City building department and County health department inspections.
- Turning off and protecting in place existing mechanical pumps and chemical treatment systems.
- Draining existing pool (114,000 gallons).
- Remove exiting plaster, joint sealants, and tile.
- Removing sections of existing concrete to expose rebar.
- Repair, replace, and splice new rebar into existing pool rebar.
- Clean existing rebar to remain in place.
- Apply protective coating on all exposed rebar.
- Re-place concrete.
- Apply waterproofing treatments to all integral equipment and systems including inside of pool, trench drains, and surge tanks.
- Re-plaster pool, in kind.
- Re-Tile work.
- Re-fill pool with water.
- Start-up and re-activate mechanical pumps and chemical treatment systems.
- Re-place and repair any damaged tile/coping.
- Schedule and organize final building and health department inspections.

For the Contractor's reference and consideration when completing bid documents the original construction plans for the pool are provided in Section G, Appendix "A".

A mandatory pre-bid walk through is also required.

2-2 PERMITS

[Add the following:].

All permits and licenses shall be obtained in sufficient time to prevent delays to the work. Permit fees for all City-issued permits shall be waived. Fees for any other permits must be paid by the Contractor and be included in the price bid for this work under:

Bid Item #12.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit to the ENGINEER (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the ENGINEER is obtained to change the route.

Where haul routes have not been established at a pre-construction meeting the Contractor shall submit to the ENGINEER for approval, a proposed haul route at least 5 working days prior to performing any work that requires hauling.

Waste Hauler Requirements

The California Green Building Standards Code, 2016 Edition, California Code of Regulations, Title 24, Part 11, impacting waste diversion as documented in the City of Costa Mesa's Municipal Code Chapter 4 of Title 8, requires that all construction and demolition related projects divert 65% of project waste generated from the landfill. Consequently, permitted building projects relating to construction and demolition, newly constructed buildings, additions, alterations, interior and exterior demolitions, etc., are required to divert a minimum of 65% of nonhazardous construction and demolition waste from the landfill by recycling, reuse, or salvage. Generally, these materials include brick, drywall, other masonry, cardboard, green waste, paper, carpet, lumber,

plastic, concrete, and/or metals. Asphalt, concrete, excavated soil and land-clearing debris should be 100% diverted from disposal. The County provides a suggested list of locations that are meeting and/or exceeding the 65% diversion requirement and may be used for recycling construction and demolition material.

The City of Costa Mesa requires that all hauling activity in Costa Mesa comply with one of the waste hauling options for your construction and demolition related project:

- Use Franchise Waste Hauler
- Self-Haul Permit - <https://www.costamesaca.gov/city-hall/city-departments/public-services/waste-collection-and-recycling>

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 General

[Add the following:].

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

2-8 EXTRA WORK

[Add the following:].

The extra work as defined in this section of the Standard Specifications and any work done by the Contractor beyond the lines and grades shown on the plans shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Work so done may be ordered to be removed at the Contractor's expense.

2-9 CHANGED CONDITIONS

[Add the following:].

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered by the Contractor.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

[Replace the 1st sentence with the following:].

No contract or portion thereof may be assigned without written consent of the BOARD.

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.

All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the

Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

3-5 INSPECTION

[Add the following:].

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

All work, which has been inspected and deemed defective in its construction or does not meet all of the requirements of the plans and/or specifications by the ENGINEER shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

Contractor shall file with the ENGINEER the addresses and telephone numbers where its designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the

plans and specifications and other related documents.

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are reasonably necessary for the execution of work.

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

3-10.3 Line and Grade

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 General

[Replace 2nd paragraph with the following:].

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with a functional water spray nozzle system at least once each working day to keep paved areas in the Work zone and along all haul routes acceptably clean whenever construction, including restoration, is incomplete.

3-12.2 Air Pollution Control

[Add the following:].

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from Contractor's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of Work involved.

3-12.4.1 General

[Add the following:].

All surplus materials shall be removed from the site of the Work within five (5) days after completion of the Work causing the surplus materials.

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity

Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Project Soil Disturbance is: **less than 1 acre** (No General Construction Permit required)

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, work area, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

The CONTRACTOR shall complete the NOI within SMARTS <https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>. The CONTRACTOR will notify the CITY when the NOI is ready for the CITY to submit to the State. The CONTRACTOR shall pay all fees associated with the NOI process. The CONTRACTOR shall also complete all required reports within SMARTS as required by the General Permit and the Project's Storm Water Pollution Prevention Plan (SWPPP).

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing.

A copy of the latest permit is available at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall install and maintain the appropriate Best Management Practices (BMPs) to protect water quality within the project limits through the duration of the Project.

The Contractor shall be responsible for any damage to any portion of the Work occasioned by failure to provide proper drainage control prior to the completion and

acceptance of the Work.

Payment for furnishing, installing and maintaining BMPs inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following Storm Water Pollution Prevention Plan (SWPPP) requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a SWPPP as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

Contractor must have QSP (Qualified SWPPP Practitioner). Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and discharge of sediment off-site. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

3-12.6.4 Dewatering

[Add the following:].

Unless otherwise directed in these Special Provisions, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

3-13.3 WARRANTY

[Replace 2nd sentence of 1st paragraph with the following:].

The warranty period shall start on the date the Work is accepted by the Board.

SECTION 4 – CONTROL OF MATERIALS**4-4 TESTING**

[Add the following:].

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a

factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will complete and pay for the initial soils, compaction, and material tests. Any subsequent soil, compaction, and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense and deducted from the payment due.

SECTION 5 – LEGAL RELATIONS AND RESPOSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

5-2 SPECIAL NOTICES

[Add the following:].

In addition to the special notices requirement to be served by Personnel Delivery or Certified Mail, special notices may also be served by the utilization of FedEx or UPS express service with a confirmed delivery receipt. Service shall be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

5-3 LABOR

5-3.3 Payroll Records

[Add the following:].

In order to verify compliance with the Labor Code, Contractor shall furnish to the ENGINEER, weekly, for the duration of the contract period, copies of his payroll statements showing wages paid to each employee during the preceding week and the employee work classification. Use of Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2. Notice

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3. Other Insurance

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5-7 SAFETY**5-7.1 WORK SITE SAFETY****5-7.1.1 General**

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

5-7.8 STEEL PLATE COVERS**5-7.8.1 General**

[Add the following:].

All steel plate covers utilized for the project must be slide resistant. A non-slip coating will be required on the side of the steel plate that that will be utilized for the driving or walking surface.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK****6-1.1 Construction Schedule**

[Replace the 1st Paragraph with the following:].

The Contractor's proposed Construction Work Schedule shall be submitted to the ENGINEER for approval within ten (10) working days after the date of the BOARD's execution of the Contract Agreement. The Construction Work Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Construction Work Schedule shall provide sufficient detail to delineate the main milestones start and end dates for each activity with chronological relationships of all the activities of Work showing the number of working days required to complete the entire project within the Contract Days. The schedule shall also incorporate the requirements of Section 402-5 of the Standard Specifications to complete the Work within the Contract Days. Prior to issuing the Notice to Proceed, the ENGINEER will schedule a preconstruction meeting with the Contractor to review the proposed Construction Work Schedule, delivery dates, activity milestone dates, arrange utility coordination, discuss construction methods and staging, and clarify inspection procedures.

The Contractor shall submit progress reports to the ENGINEER by the tenth day of each month. The report shall include an updated Construction Work Schedule. All revisions shall be completed within three days after review by the ENGINEER. The Contractor shall submit requests for changes in the schedule to the CITY for approval at least three (3) working days prior to performing any work. Any deviations from the original approved Construction Work Schedule shall be explained and identified in the updated Construction Work Schedule. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the ENGINEER with a 3-week look ahead-schedule in a tabular format at every weekly construction meeting. The 3-week look ahead schedule shall utilize the main milestones within the approved Baseline Construction Schedule with updates and include sub-activities.

[Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-3 TIME OF COMPLETION

6-3.1 General

[Replace the 1st Sentence with the following:].

The Contractor shall begin the Work within **ten (10) Working Days** after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **FORTY-FIVE (45) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

Should it become necessary, due to developed conditions, to occupy any portion of the Work before Contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st Paragraph with the following:].

The ENGINEER will make the determination if the Contractor had failed to commence satisfactory corrective action within 5 working days after the receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, and will take action as allowed by the Contract Documents.

6-7.4 Responsibilities of Surety

[Add the following:].

Within 3 working days of receipt of the written notice of termination for default, the Surety shall provide the services needed to maintain the project in accordance with the Contract Documents. The services shall maintain the existing traffic control in place and the maintenance of the project site until the Engineer's review and acceptance of the Surety's plan for course of action.

6-9 LIQUIDATED DAMAGES

[Replace the 1ST Paragraph with the following:].

The CONTRACTOR shall pay to the CITY the sum of **\$530** per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM).

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

[Replace the 1ST Paragraph with the following:].

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal. Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

7-3.2 Partial and Final Payment

[Replace the 1st Paragraph in its entirety with the following:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The ENGINEER may approve such request when it is compatible with the CITY's payment procedure.

[Replace the 2nd Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Replace the 3rd Paragraph in its entirety with the following:].

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed. The final payment of the retention amount to the Contractor shall be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the CITY. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

[Add to end of Section the following:].

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Contract Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the ENGINEER for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

After completion of the Contract, the BOARD shall, upon recommendation of the ENGINEER, accept the Work as completed and authorize the Final Payment.

The Final Payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

No certificate given or payment made under the Contract, except the final certificate or Final Payment, shall be conclusive evidence of full or substantial performance of this Contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

The acceptance of Final Payment by the Contractor shall release the CITY, the BOARD, and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alterations thereof.

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 7 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the CONTRACTOR.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

City will be strictly monitoring the Contractor for prompt payment to all subcontractors.

[Add the following:].

7-3.2.2 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS

The City of Costa Mesa will use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

- A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:
 1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to

be requested in writing ahead of time).

2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
 3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these Specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these Specifications.

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements

shall also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconvenience to adjacent buildings, businesses, and facilities that will remain in operation, the contractor shall construct the project and sequence the work in such a manner as to minimize impacts to the ongoing operation of adjacent buildings, businesses, and facilities. The proposed and subsequently approved Construction Schedule will be reflective of this requirement.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be **23 percent** for regular time and overtime.

7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

The allowance for overhead and profit to be added to the Contractor's costs shall be as follows:

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%
Equipment Rental	10%*
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates.

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

A markup of five (5) percent on the subcontracted portion of extra work may be added by the Contractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work.

No markups will be allowed for second tier or higher subcontractors.

[Add the following:].

7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SECTION E

[Add the following Section:].

PART 1.1 SPECIAL PROVISIONS

100-1 GENERAL

Additions/Modifications to Standard Specifications

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction" (The "Greenbook"), and the General Provisions stated within the "Standard Specifications" of this Project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the latest edition of the Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

If the item of work is identified within the Proposal section of these Specifications, then the following bid item descriptions will provide the corresponding bid item numbering within each corresponding section of the Standard Specifications under the Subsection entitled "Measurement and Payment" or "Payment". All other sections and subsections shall conform to the Standard Specifications unless modified herein.

The unit prices and lump sum amounts to be paid for under the bid items listed in the Proposal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the completion of the work and for performing all work contemplated and embraced under the Contract, in accordance with the Plans and Contract Documents. This shall include the Contractor's costs involved with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading/fencing, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff control, clean-up including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor, and all other items related to the work.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

Payment for unit price work shall be made for the actual quantities of Contract Items removed, constructed, or disposed of in accordance with the Plans and these Specifications. Measurement of Unit Price work shall be specified in the Standard Specifications, Section 7-1, "Measurement of Quantities for Unit Price Work." Payment for Lump Sum work shall be paid for at the price indicated in the Bid, in accordance with the Standard Specifications, Section 7-2, "Lump Sum Work."

Payment for all work shall be included in the various bid items. No additional compensation shall be made therefore. Work associated with each bid item shall include, but not be limited, to the bid descriptions set forth herein.

100-2 DOWNTOWN AQUATIC CENTER – POOL REPLASTER

100-2.1 General

Project addresses the construction for de-watering the pool including water de-chlorination, disconnection of existing pool pump/chemical equipment, removal of existing pool plaster and, exposing and repairing areas of rusting rebar with re-coating rebar, re-cementing repaired rebar areas, pool re-plastering and joint sealant, and tile replacement with non-shrink grout, replacement existing ADA chair lift per the project specifications contained elsewhere in this document.

100-2.2 Measurement and Payment of Bid Items

BID ITEM No. 1: MOBILIZATION

The contractor shall provide all labor, equipment, and materials for the construction of the specific improvements and repairs established with these specifications, that include but may not be limited to items listed in section 2-1 of the General Provisions and upon referencing the Original Swimming Pool Construction Plans in Section G Appendix "A".

Construction is anticipated to begin Late January to early February 2022.

Measurement and Payment for this bid item shall be per Lump Sum (L.S.) price bid item for all work performed pursuant to the approval Schedule of Valves and shall include all labor, equipment, materials as required to complete the work.

BID ITEM No. 2: DRAINING EXISTING POOL

The contractor shall provide necessary labor, equipment, and materials to drain the existing pool (114,000 gallons) including all processes required to de-chlorinate the water into the sewer drain system. Draining the existing pool shall include the removal of hand rails and shall

be per a Lump Sum (L.S.) price bid item to complete the work to properly drain the pool per OC health department and OC Sanitation District standards.

No additional compensation will be allowed.

BID ITEM No. 3: PROTECT IN PLACE AND TURN OFF EXISTING POOL EQUIPMENT

Contractor shall provide necessary labor, equipment, and materials to turn off and protect in place the existing mechanical pump and chemical treatment equipment during the pool drain and pool refilling activities at a Lump Sum (L.S.) price bid item as required to protect in place the existing pool equipment.

No additional compensation will be allowed.

BID ITEM No. 4: REMOVAL OF EXISTING POOL PLASTER, JOINT SEALANTS, AND TILE

Contractor shall include all labor, equipment, and materials to remove the existing pool plaster and joint materials. This includes the contractor disposal of pool materials removed at a Square Footage (S.F.) price bid item to complete the removal work.

BID ITEM No. 5: CONCRETE REMOVAL – RUSTED REBAR AREAS

Contractor shall include all labor, equipment, and materials to remove enough concrete surrounding the rusted rebar sections in order to repair and recoat the rebar at a Square Foot (S.F.) price bid item to complete concrete removal for rebar repair work prior to pool re-plastering.

BID ITEM No. 6: REPAIR, AND/OR REPLACE REBAR

Contractor shall include all labor, equipment, and materials to make necessary repairs and removal of any exposed rusted or visible rusted rebar and provide means to recoat the rebar. If required, contractor shall replace with new rebar and rebar coating at a Lineal Footage (L.F.) price bid item to complete the rebar repair work as needed prior to pool re-plastering.

BID ITEM No. 7: REPLACE CONCRETE POOL SECTIONS AS REQUIRED

Contractor shall include all labor, equipment, and materials to replace concrete over repaired sections of repaired rebar using high sulfate resistant –Type V Portland cement at a Square Footage (S.F.) price bid item to complete the concrete patch work and include any additional bonding agents that may be required prior to re-plastering.

BID ITEM No. 8: REMOVE AND REPLACE TILE

Contractor shall include all labor, equipment, and materials to remove, and replace all pool tile and/or deck tile around the pool at the deck and coping, in kind. As construction will allow some portions of tile may be protected in place. This unit price will cover the cost of installing all the new tile per manufacturers recommendations using an approved non-shrink tile grout. Remove and Replace Tile at a Square Footage (S.F.) unit price bid item to completely re-tile the pool.

BID ITEM No. 9: REPLASTER POOL

Contractor shall include all labor, equipment, and materials to apply waterproofing treatments in pool, trench drains, surge tanks, equipment, and integral pool systems including replacing all joint sealants as part of the pool replaster work. Contractor shall complete all prep work and replaster the pool, in kind, using a traditional white colored plaster with quartz additive in accordance with manufacturer's instructions and compliance with Orange County Health Department standards at a Lump Sum (L.S.) price bid item to complete the work. Contractor to provide a complete schedule of values for the re-plastering of the pool that includes prep work within 15 days of contract award.

BID ITEM No. 10: POOL SYSTEM REFILL/START-UP

Contractor shall include all labor, equipment, and materials to refill the pool (114,000 gallons) with domestic make-up water and sufficient sequestering agent to pool water to reduce reaction of metal ions with chlorine per manufacturer instructions for product use. All existing pump equipment and chemical treatment systems shall be re-activated as part of the start up necessary to put the pool back into fully operational and functional use. Provide complete domestic water analysis to determine quantities and type of chemicals necessary to maintain pool water levels at a Lump Sum (L.S.) price bid price to complete the work.

BID ITEM No. 11: REMOVE/INSTALL ADA CHAIR LIFT AND APPURTENANCES

Contractor shall provide necessary labor, equipment, and materials to remove existing ADA chair lift and replace with a new ADA chair lift by Spectrum model "LoLo" no.27550 at a Lump Sum (L.S.) price bid item. Additionally, contractor shall re-install all hand rails and all other appurtenances that were removed, as required, for completion of the work.

BID ITEM No. 12: PERMITS AND INSPECTIONS

Contractor shall provide supplemental construction plans and required documents including all processing and permit fees required to obtain permits from the City of Costa Mesa Building Department (permit fee waived by City) and Orange County Health Department (Permit fee paid by Contractor). Additionally the contractor shall schedule and coordinate all inspections and conform to the City of Costa Mesa and Orange County Health Department permit requirements. This bid item shall be a Lump Sum (L.S.) bid item and paid upon completion of all the the work.

BID ITEM No. 13: ALLOWANCES

At the direction of the Engineer, Contractor shall provide pricing, documentation, and justification for all labor, equipment and materials for any additional work beyond the Scope of Work established within these specifications. The Contractor acknowledges this bid item will be used at the discretion of the Engineer for replacing various pool components that may have reached the end of their service life; this may include but is not limited to replacing pool lighting, replacing pool railing components, replacing drain covers, and adding any additional signage that may be required by the OC health Department and/or City building departments.

Measurement and Payment for "Additional Work Items" shall be paid per Forced Account (F.A.) for all work performed pursuant to Section 7-4.2 of these specifications and shall include all labor, equipment and materials as required to complete the work as directed by the Engineer.

100-3 ALLOWANCES – ADDITIONAL WORK ITEMS

100-3.1 General

This work item entails work beyond the Scope of Work established within the Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance

Allowance to be included in the total bid amount as identified as follows. Use of the allowance will be at the sole discretion of the City and must be authorized in writing at the discretion of the City. Any money used from the project allowance will be authorized via an Allowance Disbursement Form at the City's sole discretion. Any amount of money remaining in the Allowance line item upon completion of the Project will be deducted from the Contract by Deductive Change Order for the full amount(s) remaining therein. The Contractor has no beneficial interest in, and/or claim to, the Allowances and hereby disclaims any and all such interests.

Additional work items include work that will only be used at the discretion of the Engineer. At the discretion of the Engineer, the Contractor shall provide all labor, tools, equipment, materials and incidentals for the extra work beyond the scope of work established within the Contract documents. Work may include, but not be limited to, delivery of additional newsletters; disposal of materials, potholing, furnishing and installation of informational signs, and related work, and will only be performed, if required, and approved by the Engineer. The Contractor acknowledges that this allowance will only be used at the discretion of the City. Contractor shall be paid at force account or at agreed prices for all work performed within this allowance.

100-3.2 Measurement and Payment of Allowances

ALLOWANCE FOR SPECIAL PROVISIONS

At the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the project beyond the Scope of Work established within the Project Plans and Specifications. Work **might** include, but not be limited to; disposal of materials; potholing; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the ENGINEER. The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications.

Measurement and Payment for “**Item 13- Allowance for Special Provisions**” shall be paid per **Force Account (F.A.)** for all work performed pursuant to Section 7-4.2 of these Specifications and shall, include all labor, equipment, materials as required to complete the work as directed by the ENGINEER.

PART 1.2

TECHNICAL SPECIFICATIONS

01001 BASIC REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. General Provisions apply to this section.

1.2 PROJCT DESCRIPTION

- A. The project consists of existing swimming pool replastering.
- B. Work Included:
 - 1. Furnish all labor, equipment, appliances, materials, and perform operations required to complete work.
 - 2. Bring questionable or obscure items, apparent conflicts between plans, specifications, governing codes, or utilities regulations to the attention of the City during bidding period.
 - 3. By submitting a proposal, the Contractor represents that he has made a thorough examination of the site of the work and all existing conditions and limitations and that he has examined the contract documents in complete detail.

1.3 ACCESS

- A. Proposed paths of travel for use during construction shall be reviewed by the City prior approval and use.

1.4 BARRIERS AND FENCING

- A. Provide barriers and screened fencing as necessary to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage.

1.5 FIELD OFFICE

- A. Provide and maintain office to be weather tight, with lighting, electrical outlets, and ventilating equipment, and equipped with sturdy furniture and drawing display table.

1.6 CLEANING

- A. General cleaning in accordance with General Provisions
- B. Remove all waste and surplus materials, rubbish, and construction facilities from the site.
- C. Execute final cleaning prior to final inspection.

1.7 SOIL INSPECTION AND TESTING LABORATORY SERVICES

- A. City will employ and pay for the services of an independent firm to perform unanticipated soil inspection and testing, if required.
- B. Contractor shall pay for re-testing required because of non-conformance to specified requirements.

1.8 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection when required.

1.9 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship.
- B. Comply with product manufacturers' instructions.
- C. Comply with specified standards as a minimum quality except when more stringent tolerances or codes indicate higher standards.

1.10 SCHEDULE OF VALUES

- A. Submit Schedule of Values for prep and plaster of pool within 15 days after date of City-Contractor Agreement for Re-Plaster bid item.

1.11 SECURITY

- A. Provide security and facilities as necessary to protect Work, existing facilities, and City's operations from unauthorized entry, vandalism, or theft.

1.12 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

1.13 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.

1.14 TEMPORARY ELECTRICITY

- A. Connect to existing power services. Power consumption shall not disrupt City's need for continuous service. The City will pay for power consumed from existing outlets.
- B. Provide generator as required.

1.15 TEMPORARY LIGHTING

- A. Contractor to provide temporary lighting and electricity if required.

1.16 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain sanitary facilities as necessary. Maintain in a clean and sanitary condition.

1.17 TEMPORARY WATER SERVICE

- A. Connect to existing water source. Water consumption shall not disrupt the City's need for continuous service. The City will pay for water consumed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01001

02001 SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes removal of plaster, sections of reinforced concrete pool bottom, and reinforcing.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect and maintain temporary barriers and security devices as necessary per general provisions.
- B. Drain existing pool water per local regulations and health codes.
- C. Notify and coordinate with owners of adjacent properties if work may affect their property, potential noise, utility outage, or disruption.
- D. Prevent movement or settlement of adjacent structures.
- E. Protect existing landscaping materials, structures, building components, and pool components that are not scheduled for demolition.

3.2 DEMOLITION GENERAL REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures.
- B. Conduct operations with minimum interference to public or private accesses.
- C. Maintain protected egress and access at all times. Do not close or obstruct roadways and sidewalks without permits.
- D. Cease operations and notify City immediately if adjacent structures appear to be in danger.

3.3 PLASTER DEMOLITION AND SELECTIVE CONCRETE DEMOLITION

- A. Remove pool components designated to be reused in an orderly and careful manner.
- B. Demolish and remove plaster down to top surface of gunite/concrete.
- C. Chip and remove pool plaster and tile finishes completely to expose pool gunite/concrete surface.
- D. Demolish and remove damaged concrete and reinforced concrete sections of pool.
- E. Protect concrete saw cut edges during construction and remove all chips prior to installing new work.
- F. Remove completely any buried pool piping and conduit damaged by concrete removals.
- G. When buried pool piping and conduit is located under slabs that are not demolished, cut and cap at edge of demolished slab.

- H. Backfill excavated areas caused as a result of demolition.
- I. Rough grade and compact areas affected by demolition to maintain existing grades and contours.
- J. Protect existing tile surfaces that are in good condition and will remain in place.
- K. Dispose of all demolished plaster, concrete, rebar, and removed materials in a legal manner.

3.4 CLEAN UP

- A. Remove demolished materials from site as work progresses.

3.5 SCHEDULE OF PRODUCTS TO BE REMOVED AND REUSED

- A. Remove, store, and protect the following materials and equipment for reuse:
 - 1. Stair handrails.
 - 2. Grab rails.
 - 3. Lighting rings.
 - 4. Main drain grates.

END OF SECTION 02001

02300 EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes removal of plaster, sections of reinforced concrete pool bottom, and reinforcing.

1.2 REQUIREMENTS

- A. All work shall conform to the latest edition of the “Greenbook” Standard Specifications for Public Works Construction.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

- A. Subsoil: Excavated material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, organic material and debris.

2.2 FILL MATERIALS

- A. Aggregate Base: Crushed gravel conforming to Caltrans Standard Specifications for 3/4 inch Class 2 aggregate base material.
- B. Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter.
- C. Subsoil: Reused, free of rock larger than 3 inch size, and debris.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Notify City of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- C. Identify and flag known utility locations. Notify utility company and City to coordinate removal and relocation of conflicting utilities.
- D. Maintain and protect existing utilities to remain.
- E. Verify foundation or pit walls are braced to support surcharge forces imposed by backfilling operations.

3.2 PROTECTION OF ADJACENT WORK

- A. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- B. Grade excavation top perimeter to prevent surface water run-off into excavation or to adjacent properties.

3.3 SUBSOIL EXCAVATING

- A. Do not remove wet subsoil.
- B. If present, remove groundwater by pumping to keep excavations dry.

- C. Excavate subsoil as required for building foundations, swimming pool, construction operations, and other Work.
- D. Slope banks to angle of repose or less, until shored.
- E. Excavation shall not interfere with 45 degree bearing splay of any foundation.
- F. After removing any existing concrete deck slab, exposed soil shall be scarified to a minimum depth of 12 inches and rolled with compaction equipment to 90% maximum density.
- G. Correct unauthorized excavation at no extra cost to City.
- H. Fill over-excavated areas under structure bearing surfaces in accordance with direction by City.
- I. Stockpile subsoil on site and remove excess subsoil not being reused from site.

3.4 TRENCHING

- A. Excavate for storm drain, water, and electrical conduit. Offset utility trenches horizontally and vertically as required by code.
- B. Excavate for swimming pool piping as required.
- C. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- D. Hand trim excavation and leave free of loose matter.
- E. Support pipe and conduit during placement and compaction of bedding fill.
- F. Backfill trenches to required contours and elevations.
- G. Place and compact fill materials as for Backfilling.

3.5 BACKFILLING

- A. Backfill areas to contours and elevations. Use unfrozen and unsaturated materials.
- B. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place and compact fill materials in continuous layers not exceeding 6 inch loose depth
- D. Employ a placement method so not to disturb or damage foundations, pool walls or utilities in trenches.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill against supported foundation walls. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- G. Compact all areas to a minimum of 90 percent maximum density.
- H. Slope grade away from building and perimeter walls minimum 2 inches in 10 ft, unless noted otherwise.

END OF SECTION 02300

03050 CONCRETE MATERIALS AND METHODS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes formwork, reinforcement, accessories, cast-in place concrete, finishing and curing.
- B. Concrete work shall conform to ACI 301 except as modified below.

1.2 SUBMITTALS

- A. Product Data: Submit for admixtures, reinforcing steel, epoxy, non-shrink grout, and waterstops.
- B. Design Data: Submit mix design.
- C. Field Mock-Up: Provide 24 inch square minimum samples of pool deck slab with broom finish and tooled control joint for approval prior to beginning work.

1.3 QUALITY ASSURANCE

- A. Construct and erect concrete formwork in accordance with ACI 301 and 347.
- B. Perform concrete reinforcing work in accordance with ACI 301, ACI 318, and Manual of Practice.

PART 2 PRODUCTS

2.1 FORM MATERIAL AND ACCESSORIES

- A. Form Materials: At the discretion of the Contractor.
- B. Plywood: PS 1, MDO, Douglas Fir species; Structural 1 grade; sound undamaged sheets with clean true edges.
- C. Lumber: Douglas Fir species; #1 grade.
- D. Form Ties: Snap-off, glass fiber type of fixed length, or cone type.
- E. Form Release Agent: Colorless mineral oil which will not stain concrete or impair natural bonding characteristics of coating intended for use on concrete

2.2 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, plain finish.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for support of reinforcing.
- C. Fabricate concrete reinforcing in accordance with ACI 315.

2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150, High Sulfate Resistant-Type V Portland type.
- B. Fine and Coarse Aggregates: Use 1 inch coarse aggregate conforming to ASTM C-33, Size #5 and comply with Title 24, Section 1903A.3.

- C. Water: Clean and not detrimental to concrete.
- D. Air Entrainment Admixture: ASTM C260.

2.4 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94.
- B. Provide concrete with 4,000 psi compressive strength with a maximum slump of 4 inches for all flatwork.
- C. Select mix design proportions for normal weight concrete in accordance with Title 24, Section 1905.2.
- D. Concrete for water retaining structures that do not receive a waterproofing finish such as ceramic tile or swimming pool plaster shall contain integral waterproofing admixture.

2.5 COMPOUNDS, HARDENERS AND SEALERS

- A. Curing Compound: ASTM C309.
- B. Absorptive Materials: ASTM C171.

2.6 EPOXY

- A. Cartridge type two-component 100% solids epoxy based system dispensed and mixed through a static mixing nozzle supplied by the manufacturer and meeting requirements of ASTM C-881 Type I and IV with 14,830 psi minimum compressive strength. The epoxy shall be tested for use in cracked and uncracked concrete per ICC-ES AC308.
- B. Model SET-XP manufactured by Simpson Strong –Tie, or approved equal.

2.7 NON-SHRINK GROUT

- A. Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents with minimum compressive strength of 9,000 psi at 28 days and suitable for applications from featheredge to 4-inch depth.
- B. Construction Grout manufactured by CTS Cement Manufacturing, or approved equal.

PART 3 EXECUTION

3.1 FORMWORK ERECTION

- A. Erect formwork, shoring and bracing to achieve design requirements.
- B. Provide bracing to ensure stability of formwork.
- C. Apply form release agent to formwork prior to placing form accessories and reinforcement.
- D. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings which are affected by agent.
- E. Clean forms as erection proceeds, to remove foreign matter.

3.2 INSERTS, EMBEDDED COMPONENTS, AND OPENINGS

- A. Provide formed openings where required for work to be embedded in and passing through concrete members.
- B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- C. Install concrete accessories straight, level, and plumb.
- D. Place formed construction joint device in floor slabs as shown on the plans.
- E. Place joint filler as shown on the plans.
- F. Install expanding rubber waterstop with minimum 1/4 x 1/2 inch bead size. Maintain minimum 2 inch concrete coverage. Cure 24 hours minimum before placing concrete.

3.3 REINFORCEMENT PLACEMENT

- A. Place reinforcement, supported and secured against displacement.
- B. Ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings.

3.4 PLACING CONCRETE

- A. Prepare previously placed concrete as indicated.
- B. Place concrete continuously between predetermined expansion, control and construction joints. Do not break or interrupt successive pours such that cold joints occur.

3.5 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads. Comply with Title 24, Section 1906A.2.
- B. Remove formwork progressively and in accordance with code requirements.

3.6 FLOOR FINISHING

- A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.
- B. Uniformly spread, screed, and float concrete.
- C. Provide straight coarse broom finish on pool deck.
- D. Maintain surface flatness, with maximum variation of 1/8 inch in 10 ft.
- E. In areas with floor drains, maintain floor level at walls and slope surfaces uniformly to drains.
- F. Apply surface finish as indicated.

3.7 CURING

- A. Apply curing compounds on floor surfaces.
- B. Immediately after placement, protect concrete from premature drying.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete for not less than 7 days. Comply with Title 24, Section 1905A.11.

3.8 FORMED SURFACES

- A. Provide concrete wall surfaces to be left exposed with as formed finish. Provide formed concrete surfaces on edge and bottom of pool deck cantilever with sacked finish.

3.9 FIELD QUALITY CONTROL

- A. Three (3) Concrete Test Cylinders: Taken for 50 cubic yards of each class of concrete placed.
- B. One (1) Slump Test: Taken for each set of test cylinders taken.

3.10 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations, as directed by City.

END OF SECTION 03050

13150 POOL SYSTEMS START-UP

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes start-up procedures for pool systems.

1.2 SUBMITTALS

- A. Reports: Submit results of water analysis.

1.3 POOL SYSTEMS START-UP

- A. Provide seven days notification prior to starting pool systems.
- B. Coordinate start up of existing mechanical equipment with City. Do not plaster and fill pool until all mechanical systems are operational.
- C. Fill pool slowly with domestic make-up water and protect finishes from damage. Add sufficient sequestering agent to pool water to reduce reaction of metal ions with chlorine. Follow manufacturer's instructions for product use.
- D. Provide complete domestic water analysis to determine quantities and types of chemicals necessary to maintain pool water within the following levels:
 - 1.pH: 7.2 to 7.6.
 - 2.Alkalinity: 80 to 100 ppm.
 - 3.Calcium hardness: 200 to 400 ppm.
 - 4.Chlorine: 1.5 to 2.0 ppm.
 - 5.Total dissolved solids: 300 to 1,000 ppm.
- E. Provide all chemicals and balance water immediately after initial pool filling and until project completion and acceptance by the City.
- F. Coordinate operation of existing pool mechanical systems with City and maintain pool for 14 days minimum, including the following:
 - 1.Periodically clean pump strainer until no further accumulation of debris occurs.
 - 2.Add chemicals as required for acceptable water quality.
 - 3.Clean gutter and surge chamber to remove all construction debris.
- G. At end of 14-day maintenance period, clean strainers, backwash filter media vacuum pool, and leave pool ready for use.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 03050

13200 POOL FINISHES AND WATERPROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes pool joint sealant, pool plaster, and pool tile.

1.2 SUBMITTALS

- A. Product Data: Submit for all products listed in this Section.
- B. Design Data: Submit plaster mix design.
- C. Samples: Submit for each type, size, and color of tile listed to match existing tile.
- D. Color Chart: Submit manufacturer's color chart for the following:
 - 1. Tile grout.
 - 2. Expansion joint sealant.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with TCA (Tile Council of America) Handbook and ANSI (American National Standards Institute) A108 Series/A118 Series.

PART 2 PRODUCTS

2.1 POOL JOINT SEALANT

- A. Two part, non sag gun-grade, non-staining, polysulphide sealant, capable of continuous water immersion, 500 percent elongation capability, 80 pounds per square inch tensile strength, white color inside pool, and grey color on deck. Provide manufacturer's recommended primer, joint cleaner, joint filler, bond breaker, and sand.
- B. Elasto-Seal 227 model manufactured by Pacific Polymers or Deck-O-Seal model manufactured by DFC Company, or approved equal.

2.2 POOL PLASTER

- A. Pool plaster to be replaced, in kind, with traditional white plaster type finish with quartz additive in accordance with manufacturer's instructions and Orange County Health Department standards.
- B. Contractor to submit plaster specifications for City review and approval.

2.3 POOL TILE

- A. Porcelain body, square edges, 0 to 0.5 percent moisture absorption, and conforming to ANSI/TCA A137.1. Surface finish, size, and color to match existing pool tile.
- B. Mortar: ANSI/ACI (American Concrete Institute) A118.1; Portland cement, sand, and water.
- C. Grout: Cementitious type, resistant to shrinking.
- D. Manufactured by American Olean Tile Company, Dal-Tile Corporation, Inlays Inc., or approved equal.

PART 3 EXECUTION

3.1 INSTALLATION OF FLUID APPLIED WATERPROOFING

- A. A. Verify surfaces are solid, free of dirt, paint, loose particles, cracks, pits, rough projections, and foreign matter detrimental to adhesion and application of waterproofing.
- B. Do not apply waterproofing to dirty, dusty, or surfaces unacceptable to manufacturer.
- C. Verify items which penetrate surfaces to receive waterproofing are securely installed.
- D. Beginning of installation means acceptance of substrate.
- E. Clean, prepare and dampen surfaces to receive waterproofing, in accordance with manufacturer's instructions.
- F. Apply two coats of waterproofing in accordance with manufacturer's instructions.
- G. Cure final application in accordance with manufacturer's instructions.

3.2 INSTALLATION OF POOL JOINT SEALANT

- A. Verify that joint openings are ready to receive work, and that joint measurements and surface conditions are as recommended by sealant manufacturer.
- B. Remove loose materials and foreign matter which may impair adhesion of sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation in accordance with ASTM C790 for latex base sealants.
- E. Install sealants in accordance with manufacturer's instructions.
- F. Install joint filler to achieve a neck thickness dimension no greater than the joint width.
- G. Install bond breaker where joint filler is not used.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints flat.

3.3 INSTALLATION OF POOL PLASTER

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Beginning of installation means acceptance of existing conditions.
- C. Protect surfaces near work from damage or disfiguration.
- D. Clean concrete/shotcrete surfaces of loose and foreign matter using a 2,500 psi high pressure/velocity water jet spray. Wash surfaces with clean water.
- E. Dampen concrete/shotcrete surfaces with clean water immediately prior to plastering.
- F. Apply plaster in accordance with ANSI/ASTM C926.
- G. Apply plaster in two coats, for a total minimum thickness of ½ inch.
- H. Provide smooth and consistent steel trowel finish.

- I. After manufacturer's specified curing period, plaster shall be washed and detailed with an acid solution to remove excess residue. Fill swimming pool from the deep end and protect plaster from erosion cause by filling with water and marring from hoses.
- J. Maximum variation from flatness shall be 1/8 inch in 10 feet.

3.4 INSTALLATION OF POOL TILE

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means installer accepts condition of existing surfaces.
- C. Protect surrounding work from damage or disfiguration.
- D. Vacuum clean existing surfaces and damp clean.
- E. Seal substrate surface cracks with filler.
- F. Install mortar bed, tile, and grout in accordance with manufacturer's instructions.
- G. Apply mortar bed over concrete surfaces to a minimum thickness of 1/4 inch.
- H. Lay tile to pattern indicated.
- I. Lay tile so upper surface is flush with adjacent finishes.
- J. Use trim finishes as indicated at corners.
- K. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight without voids, cracks, excess mortar, or excess grout. Smooth all cut edges.
- L. Sound tile after setting. Replace hollow sounding units.
- M. Allow tile to set for a minimum of 48 hours prior to grouting.
- N. Grout tile joints.

END OF SECTION 03050

SECTION F

MODIFICATIONS TO STANDARD SPECIFICATIONS

PART 2 CONSTRUCTION MATERIALS (No Additions or Modifications)

PART 3 CONSTRUCTION METHODS (No Additions or Modifications)

PART 4 EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL

[Add the following:].

400-1.1 DRAINAGE CONTROL : RESPONSIBILITIES

The CONTRACTOR shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

400-1.2 DRAINAGE CONTROL : EXCAVATION DEWATERING REQUIREMENTS

Unless otherwise directed in these specifications, the CONTRACTOR shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The CONTRACTOR shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water drained from any facilities shall comply with local agency and health department requirements including declorinating any water prior to discharge.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the CONTRACTOR and submitted to the appropriate agency for approval at no additional cost to the CITY.

400-1.3 CLEAN-UP AND DUST CONTROL

All surplus materials and waste debris shall be removed from the site of the work within five (5) days after completion of the work causing the surplus materials.

Contractor shall utilized misting or water spray as means of dust control during construction.

Failure of the CONTRACTOR to comply with the ENGINEER'S clean-up dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the CONTRACTOR, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to CONTRACTOR. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from CONTRACTOR's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of work involved.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

Attention is directed to the possibility of utility mains or laterals within the project limits. The CONTRACTOR shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The CONTRACTOR shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any other work, CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by CONTRACTOR's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the CONTRACTOR shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

The CONTRACTOR shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the CONTRACTOR's operations, the CONTRACTOR shall, at his expense, repair or replace damaged facilities promptly, in accordance with all applicable sections of the Standard Specifications and the standards of each affected utility. Should the CONTRACTOR fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the CONTRACTOR.

402-2.1 Payment

Payment for utility protection by the CONTRACTOR shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the CONTRACTOR, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The CONTRACTOR shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the CONTRACTOR's failure to do the work at times which are acceptable to the owner. The CONTRACTOR shall notify owners of the following companies at least two (2) working days in advance of any work:

AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: yk3921@att.com	Cost Mesa Sanitary District Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: jochiqui@cmsdca.gov
AT&T Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: rc1315@att.com Email: dd2634@att.com	Cost Mesa Sanitary District Marc Esquer, District Engineer 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: mesquer@cmsdca.gov
Mesa Water District Phil Lauri, Assistant General Manager 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: phill@mesawater.org	Mesa Water District Mark Pelka, Engineer 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: MarkP@mesawater.org
Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com	Costa Mesa Sanitation District Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov
Orange County Sanitation District (OCSD) Rudy Davila P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour) Email: RDavila@ocsd.com	Orange County Water District (OCWD) Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com

Irvine Regional Water District Brad Jackson (Area Construction Inspector) 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-632-0627 (p) 949-729-7300 (24-hour) Email: jackson@irwd.com	CA Regional Water Quality – Santa Ana Region Mark Smythe 3737 Main St., Suite 500 Riverside, CA 92501 (o) 951-782-4130 (c) 951-543-8523 Email: msmythe@waterboards.ca.gov
Irvine Ranch Water Dist. – Development Services* Christian Kessler, P.E. 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5300 (p) 949-453-5441 Email: kessler@irwd.com <i>*utility requests</i>	Irvine Regional Water District Kelly Lew 15600 Sand Canyon Ave. Irvine, CA 92618 (o) 949-453-5586 (p) 949-729-7300 (24-hour) Email: lew@irwd.com
Metropolitan Water District of So. California Civil Engineering Substructures Section Shoreh Zareh P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: szareh@mwdh2o.com Metropolitan Water District of So. California Civil Engineering Substructures Section Kieran Callanan P.O. Box 54153 Los Angeles, CA 90054 (o) 213-217-7474 (c) 626-844-5610 (24-hour) Email: kcallanan@mwdh2o.com	SCE (Senior Compliance) Susan Morgan (o) 909-835-7527 (c) 909-835-7527 SCE (Service Planner – Orange Coast S/C) Mónica Balderas 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-329-2778 Email: monica.balderas@sce.com Email: susan.morgan@sce.com <i>*No pre-construction meeting notices BUT Susan Morgan and Mónica Balderas would like to attend all UTILITY MEETINGS and be made aware of any fee schedule changes.</i>
SCE (Base Maps) Kimberly Gurule 1444 E. McFadden Ave., Bldg. "D" Santa Ana, CA 92705 (o) 714-796-9932 Email: maprequests@sce.com <i>*No pre-construction meeting notices to this address – map requests ONLY.</i>	SCE (Service Planner 1 – Orange Coast S/C) Nick Mukanos 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0210 Email: nick.mukanos@sce.com
SCE (Utility Notice Requests) Kasy Chapman 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0109 (c) 800-611-1911 (24-hour) Email: kasey.chapman@sce.com	SCE (Service Planner 2– Orange Coast S/C) Damon Humphrey 7333 Bolsa Ave. Westminster, CA 92683 (o) 714-895-0534 Email: damon.humphrey@sce.com
Southern California Gas Co. (Transmission) P.O. Box 2300 Chatsworth, CA 91313-2300 (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@semprautilities.com	*Reminder* After facilities are identified on the plans, send the plans to Gail Gardner, and she will forward to SCE's planning department. Send to: gail.gardner@sce.com

Southern California Gas Co. Alfredo Gutierrez, franchise planner (o) 213-231-7515 Email: Agutierrez9@socalgas.com	Southern California Gas Co. Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com
XO Communications Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com	XO Communications Switchboard (o) 703-547-2000
Charter Communications Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com Charter Communications Utility Research Requests E-mail: DL-SOCAL-CHARTERENGINEERING@CHARTER.COM	Verizon Business Investigations 2400 N. Glenville Dr. Richardson, TX 75082 (o) 972-729-6016 (o) 469-886-4238 Email: investigations@verizon.com *2nd Email: chuck.czumak@verizon.com Contact Verizon Business for issues involving: --- Brooks Fiber Properties, Inc. --- MCI metro Access Transmission Svcs. --- MCI Telecommunications Svcs --- MFS Telecom, Inc. --- SourtherNet, Inc. / WorldComNetwork Svcs. --- Intermedia Communications, Inc. --- XO Communications
Newport-Mesa Unified School District Víctor Garza (o) 714-424-5080 Email: vgarza@nmusd.us	Newport-Mesa Unified School District Tim Marsh, Administrative Director, Facilities Support Svcs. (o) 714-4247527 Email: tmarsh@nmusd.us Newport-Mesa Unified School District Mary Gray Email: mgray@nmusd.us
DIGALERT.ORG (24-HR) 811 2 days before digging.	Kinder Morgan Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the CONTRACTOR shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The CONTRACTOR shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The CONTRACTOR shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

PART 5
PIPELINE SYSTEM REHABILITATION
(No Additions or Modifications)

PART 6
TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

[Add the following:].

600-1.1 NOTIFICATION AND ACCESS

Prior to restricting normal access from public street to adjacent properties, the CONTRACTOR shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The CONTRACTOR shall make every effort possible to minimize such restrictions.

Deliveries shall be conducted with appropriate flagmen and traffic controls.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street and through areas accessible to the general public at all times during construction.

PART 7
STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS
(No Additions or Modifications)

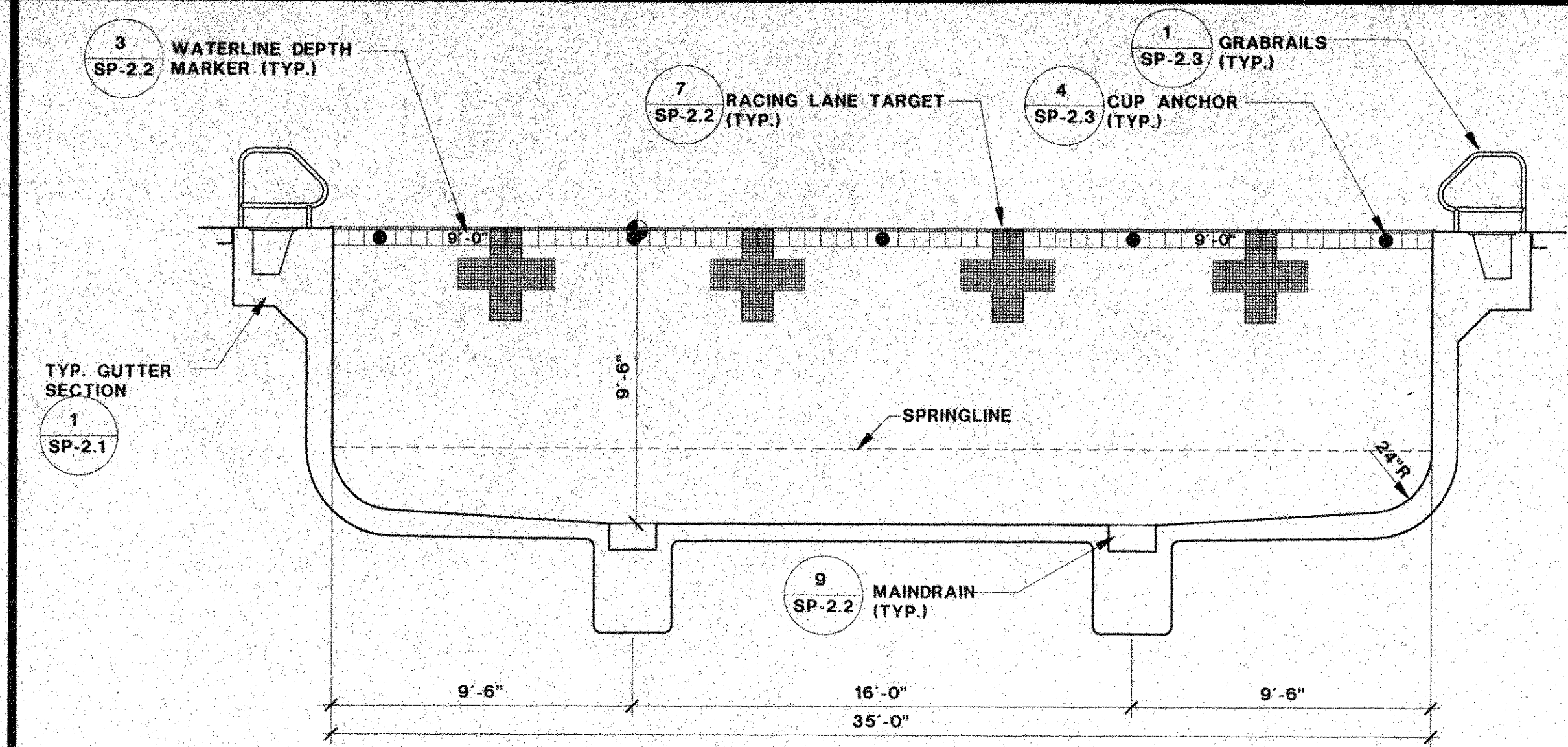
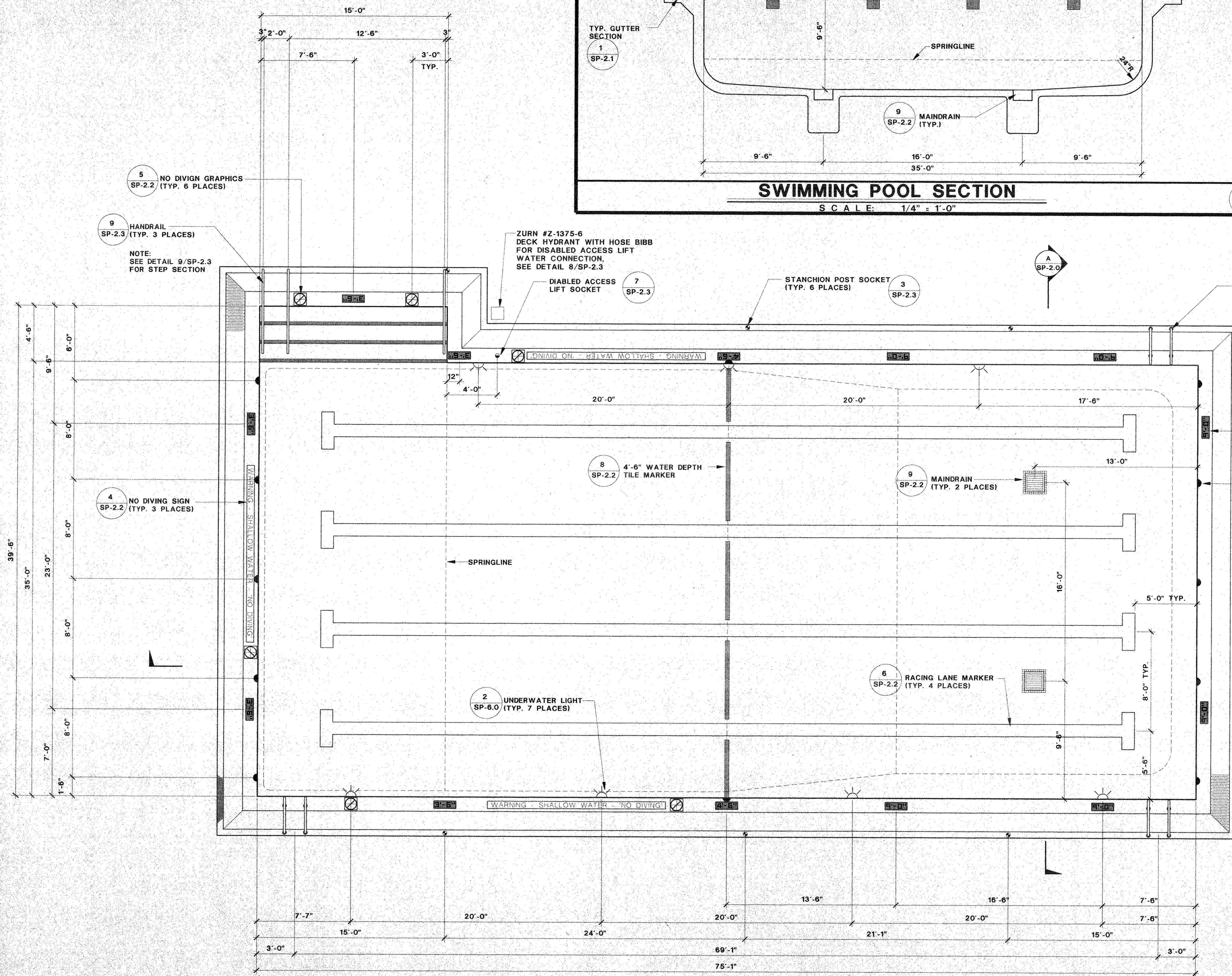
PART 8
LANDSCAPING AND IRRIGATION
(No Additions or Modifications)

SECTION G

APPENDIX "A"

ORIGINAL CONSTRUCTION PLANS FOR DOWNTOWN AQUATIC CENTER POOL

Page 01	SP-0.0 Title Page (Heron)
Page 02	SP-2.0 Swimming pool plans and data
Page 03	SP-2.1 Swimming Pool Section, General
Page 04	SP-2.2 Details
Page 05	SP-2.3 Details
Page 06	SP-3.0 Swimming Pool Structural Plan
Page 07	SP-3.1 Swimming Pool Structural Details
Page 08	SP-4.0 Equipment Room Plan, Schedule and Details
Page 09	SP-4.1 Chamber Plan, Elevations and Details
Page 10	SP-4.2 Equipment Room Details
Page 11	SP-5.0 Swimming Pool Piping Plan and Details
Page 12	SP-6.0 Swimming Pool Electrical Site Plan, Schedule and Details
Page 13	SP-6.1 Equipment Room Electrical Plan and Details



SWIMMING POOL SECTION

SCALE: 1/4" = 1'-0"

DIMENSIONS

LENGTH 75'-1"

WIDTH 35'-0"

ALCOVE 4'-6"x15'-0"

PERIMETER 228'-2"

SURFACE AREA 2,692.5 SQ. FT.

MINIMUM DEPTH 3'-6"

MAXIMUM DEPTH 9'-0"

VOLUME 15,325 CU. FT.

115,000 GALLONS

BATHING LOAD 134 PERSONS

LIGHTING

NUMBER OF LIGHTS 7

WATTAGE PER LIGHT 500W

WATTAGE PER SQUARE FOOT 130 W

TOTAL WATTAGE 3500 W

HEATING

INPUT CAPACITY 1,125,000 BTU/HR

FILTERS

FILTER TYPE HI-RATE SAND

FILTER AREA 27.0 SQ. FT.

FILTER FLOW RATE 400 GPM

BACKWASH RATE 200 GPM

BACKWASH VALVE AUTOMATIC

CIRCULATION SYSTEM

POOL PUMP 10 HP, 400 GPM @ 68' HEAD

POOL TURNOVER LESS THAN 6 HOURS

SWIMMING POOL DATA

NOTES:

1. SEE DETAIL 1/SP-2.1 FOR TYPICAL GUTTER SECTION.

2. SEE DETAIL 3/SP-2.1 FOR TYP. DECK EDGE DETAIL.

3. SEE DETAIL 1/SP-2.2 FOR DEPTH MARKER LOCATIONS DETAIL.

4. SEE DETAIL 10/SP-2.2 FOR TILE AT FLOOR INLETS.

5. SEE DETAIL 9/SP-2.3 FOR STAIR SECTION.

6. 1/2" WHITE PLASTER FINISH, UNLESS NOTED OTHERWISE.

SWIMMING POOL PLAN

SCALE: 1/4" = 1'-0"

MARTINEZ-AMADOR
ARCHITECTS INC.

PROJECT NO. 11-5-99

DATE ISSUED: 11-5-99

FILE NO.

SHEET: 78 of 123 SHEETS

PROJECT: SWIMMING POOL PLAN AND DATA

PROJECT NAME: DOWNTOWN RECREATION FACILITY- CITY OF COSTA MESA

FACILITY ADDRESS:

DESIGN BY: K.V.S.

DATE:

DRAWN BY: F.A.M.

DATE:

CHECKED BY: W.M.R.

DATE:

PROJECT DIRECTOR: CITY OF COSTA MESA

APPROVED BY:

PROJECT NO. 11-5-99

DATE ISSUED: 11-5-99

FILE NO.

SHEET: 78 of 123 SHEETS

PROJECT: SWIMMING POOL PLAN AND DATA

PROJECT NAME: DOWNTOWN RECREATION FACILITY- CITY OF COSTA MESA

FACILITY ADDRESS:

DESIGN BY: K.V.S.

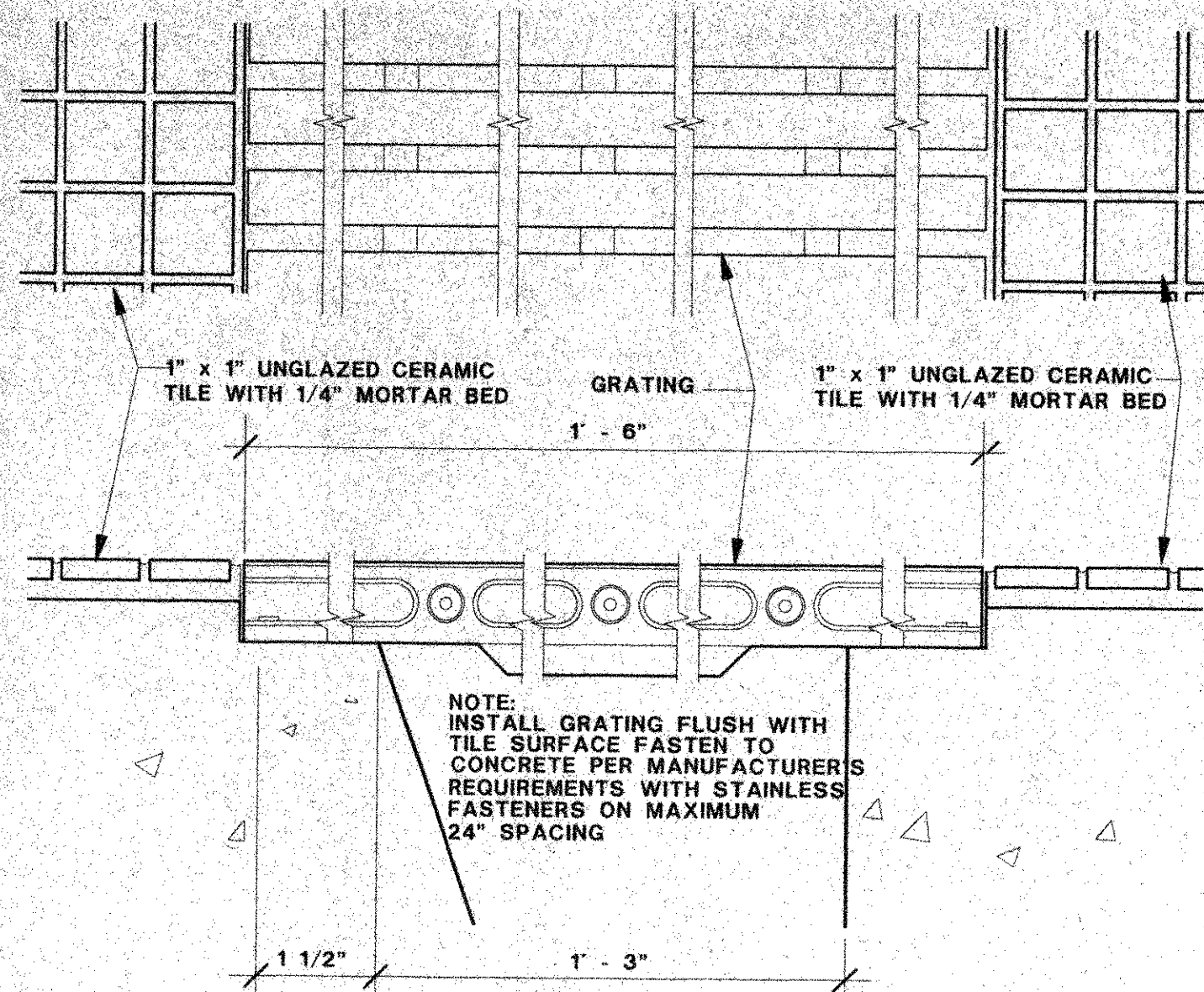
DATE:

DRAWN BY: F.A.M.

DATE:

CHECKED BY: W.M.R.

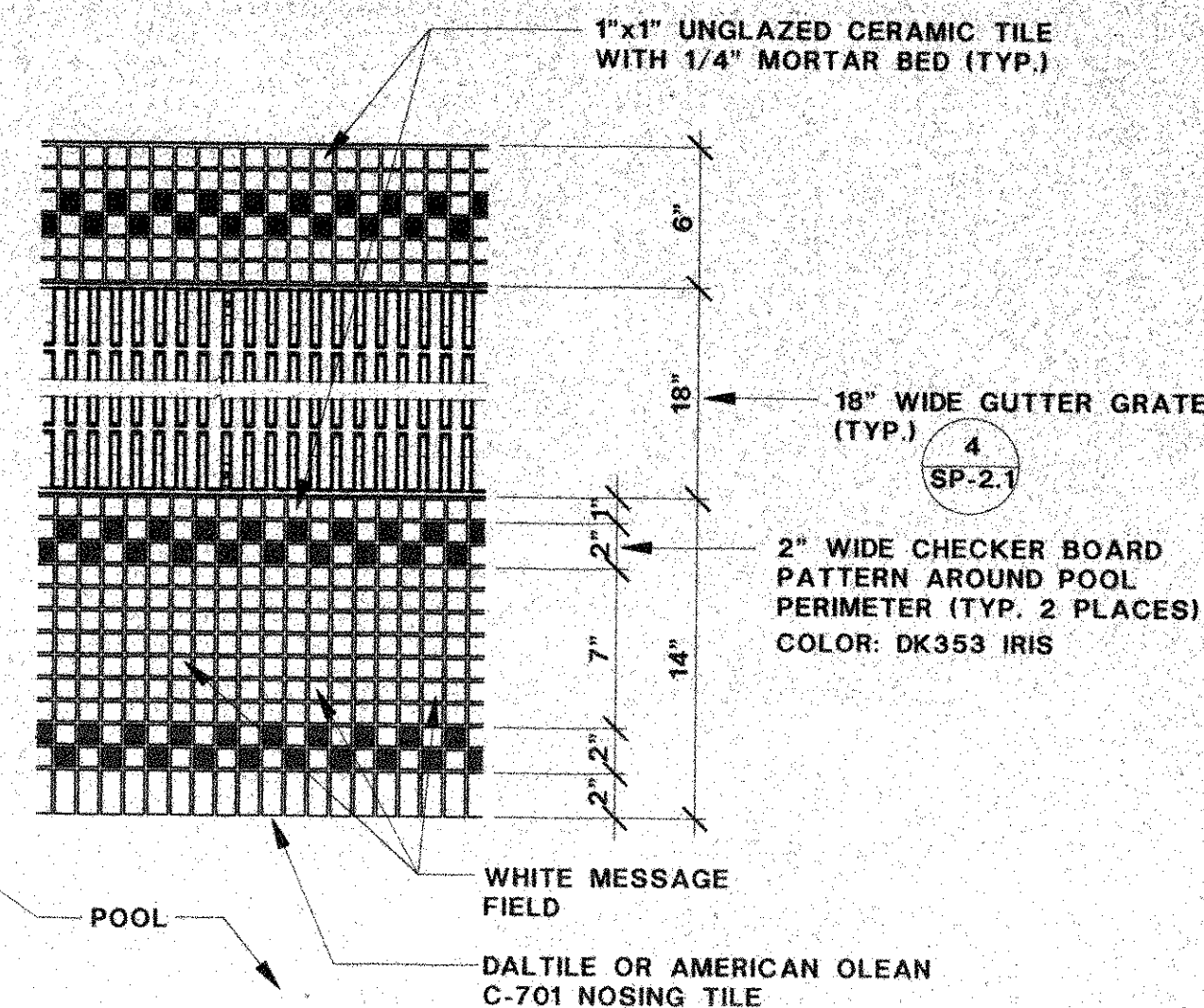
DATE:



GUTTER GRATE

SCALE: NONE

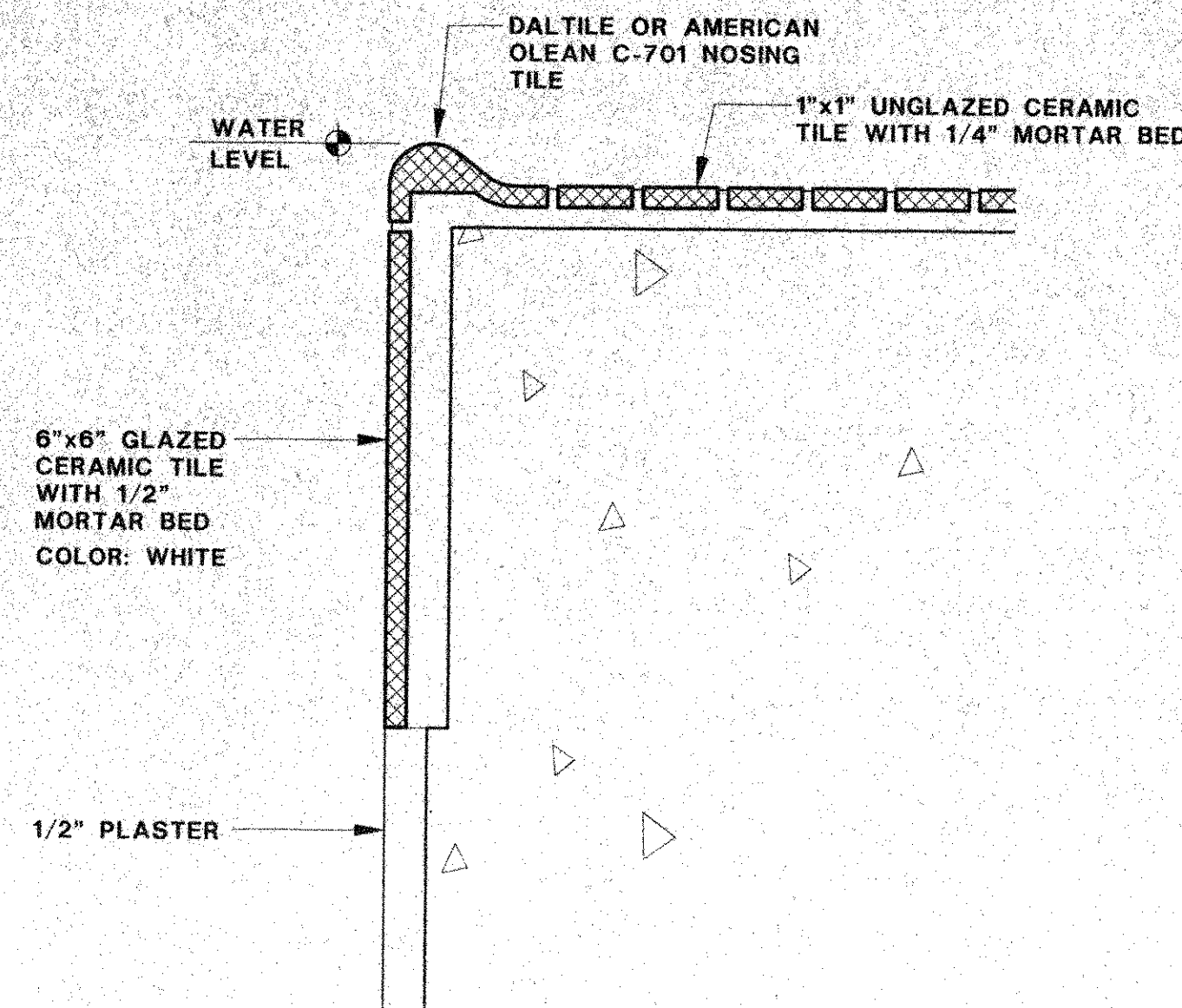
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DECK EDGE DETAIL

SCALE: 1 1/2" = 1'-0"

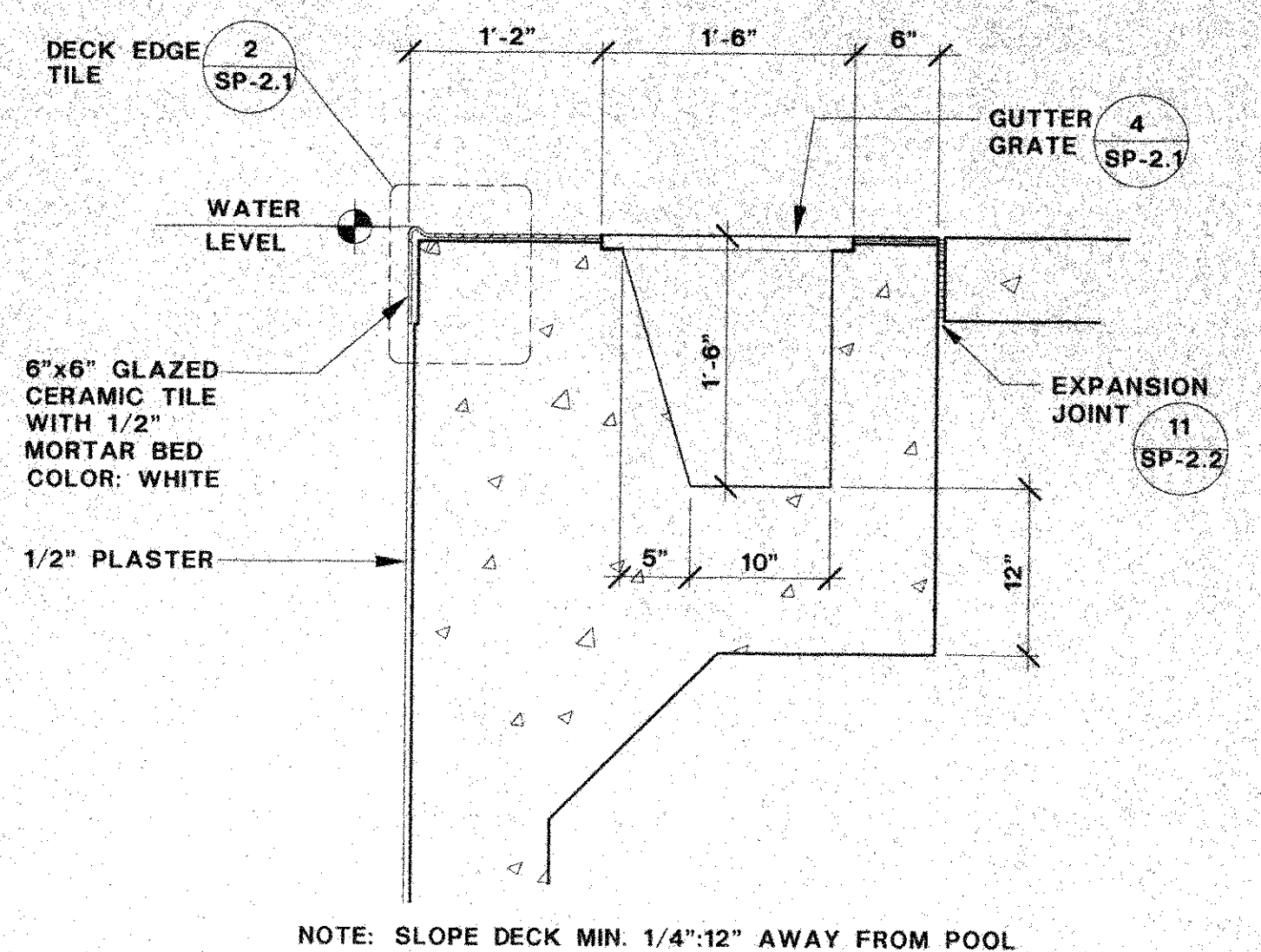
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DECK EDGE TILE

SCALE: HALF

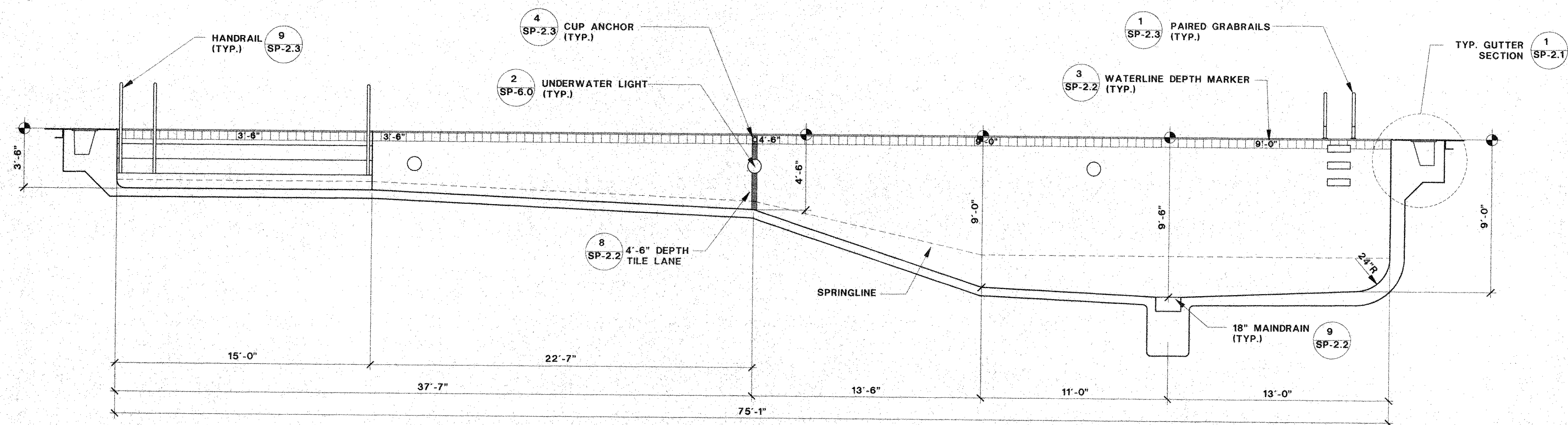
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TYPICAL GUTTER SECTION

SCALE: 1" = 1'-0"

1



SWIMMING POOL SECTION

SCALE: 1/4" = 1'-0"

A

SWIMMING POOL

- SEE SWIMMING POOL PLUMBING DRAWINGS FOR RETURN INLET LOCATIONS.
- DIMENSIONS FOR DEPTH MARKERS ARE IDENTICAL FOR BOTH SIDES OF THE POOL UNLESS OTHERWISE NOTED.
- ALL PIPING PASSING THROUGH WALLS SHALL HAVE FLANGE TYPE WATERSTOPS OF FULL PIPE SIZE WELDED TO PIPE.
- LOCATIONS OF STANCHION POST SOCKETS TO BE IDENTICAL ON OPPOSITE SIDES OF POOL EXCEPT WHERE NOTED.
- LOCATIONS OF CUP ANCHORS TO BE IDENTICAL ON OPPOSITE SIDE OF POOL UNLESS OTHERWISE NOTED.
- LOCATIONS OF UNDERWATER LIGHTS TO BE IDENTICAL ON OPPOSITE SIDE OF POOL UNLESS OTHERWISE NOTED.
- CONSTRUCT THE INTERIOR FACE OF THE 25-YARD COURSE OF THE COMPETITION POOL WALL TO A MIN. DIMENSION OF 75.03' AND A MAXIMUM DIMENSION OF 75.11'.
- CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR TO VERIFY DIMENSIONS.
- CONTRACTOR SHALL REMOVE PORTIONS OF WALL EXCEEDING TOLERANCES AND REPLACE IT WITH NEW CONSTRUCTION THAT CONFORMS TO THE TOLERANCES STATED ABOVE AT NO COST TO THE OWNER. THE TOLERANCES GIVEN ABOVE APPLY TO ALL POINTS ON WALL FROM WATER LEVEL TO 3'-6" BELOW.
- INSTALL GUTTER CAP TILE LEVEL AROUND POOL WITH A MAXIMUM TOLERANCE OF 1/8".
- ALL METALLIC OR ELECTRICAL ITEMS ARE TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 680 OF THE NATIONAL ELECTRIC CODE.
- SWIMMING POOL SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENT REQUIREMENTS.

FILTERS

- FILTER TANK ASSEMBLIES SHALL BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL FOR A MAXIMUM FLOW RATE OF 20 G.P.M. PER SQUARE FOOT OF FILTER MEDIA.
- MANUFACTURER TO PROVIDE GUARANTEES, WARRANTIES AND SPARE PARTS NECESSARY FOR STANDARD FILTER OPERATION AND MAINTENANCE.
- PROVIDE #20 SILICA SAND FOR FILTERS.
- FILTER MANUFACTURER TO CERTIFY FILTER MEDIA.
- POST ON WALL FILTER OPERATING INSTRUCTIONS, WITH VALVE OPERATION SEQUENCING CHART. MOUNT IN WATER-RESISTANT/WATERTIGHT CONTAINER, 4'-0" ABOVE FLOOR NEAR FILTERS. NUMBER VALVES TO CORRESPOND WITH INSTRUCTIONS ON VALVE SEQUENCING CHART.
- PROVIDE FILTER INFLUENT AND EFFLUENT PRESSURE GAUGE AND FULL LINE SIZE FLOW METER.

PUMPS

- PROVIDE ALL PUMPS WITH SEPARATE "ON/OFF" SWITCHES AND A MASTER CONTROL SWITCH WITH "ON/OFF" FOR EMERGENCY OPERATION.
- FILTER CONSOLE TIME CLOCK SHALL CONTROL OPERATION OF THE POOL CIRCULATION PUMP.
- INTERLOCK POOL CIRCULATION PUMP WITH CHEMICAL FEED PUMPS, HEATER AND FILTER SYSTEM.
- PROVIDE A VACUUM GAUGE ON THE INFLUENT SIDE OF THE POOL CIRCULATION PUMP.

PLUMBING

- HYDROSTATICALLY TEST ALL PIPING AT 100 PSI FOR ONE HOUR AND MAINTAIN A PRESSURE OF 30 PSI IN ALL PIPING THROUGHOUT CONSTRUCTION.
- SECURE ALL FIXTURES PER SPECIFICATION REQUIREMENTS BEFORE HYDROSTATIC TEST.
- INSTALL AND SUPPORT OVERHEAD AND VERTICAL PIPING PER SPECIFICATION REQUIREMENTS.
- IDENTIFY ALL EQUIPMENT ROOM PIPING WITH LABELS AND ARROWS PER SPECIFICATION REQUIREMENTS.
- ALL BUTTERFLY VALVES UP TO 6" SHALL BE LEVER OPERATED. ALL BUTTERFLY VALVES OVER 6" GEAR OPERATED. USE VALVES RATED FOR 150 PSI AND 200°F.
- ALL CIRCULATION PIPING AND ALL PVC FITTINGS SHALL BE SCHEDULE 80 PVC INJECTION MOLDED AND SOLVENT WELDED.
- ALL SUBMERGED FLANGED CONNECTIONS SHALL HAVE STAINLESS STEEL BOLTS, NUTS AND WASHERS.
- SANDBLAST ALL FERROUS METAL FITTINGS TO WHITE METAL INCLUDING FACE OF FLANGES AND EPOXY COAT PER SPECIFICATION REQUIREMENTS.
- ALL BALL VALVES 1/2" THRU 4" SHALL BE TRUE UNION STYLE SOCKET WITH REPLACEABLE TEFLON SEAT INJECTION MOLDED AND SOLVENT WELDED. USE VALVES RATED FOR 150 PSI AT 73°F.
- ALL PIPING PASSING THROUGH THE WALLS OF THE POOL AND ANY WATER HOLDING TANKS SHALL HAVE A FLANGE TYPE WATERSTOP OF FULL PIPE SIZE SOLVENT WELDED TO PIPE.

STRUCTURAL

- SEE SPECIFICATIONS FOR SHOTCRETE, CONCRETE AND REINFORCING REQUIREMENTS.
- SHOTCRETE AND CONCRETE SHALL HAVE A MINIMUM 3,000 PSI 28-DAY COMPRESSIVE STRENGTH.
- ALL SPLICES IN REINFORCING STEEL SHALL LAP A MINIMUM OF 40 DIAMETERS AND NOT LESS THAN 24".

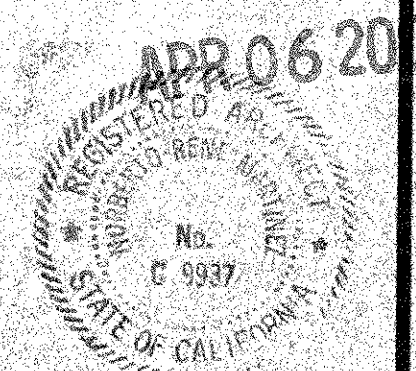
HEATERS

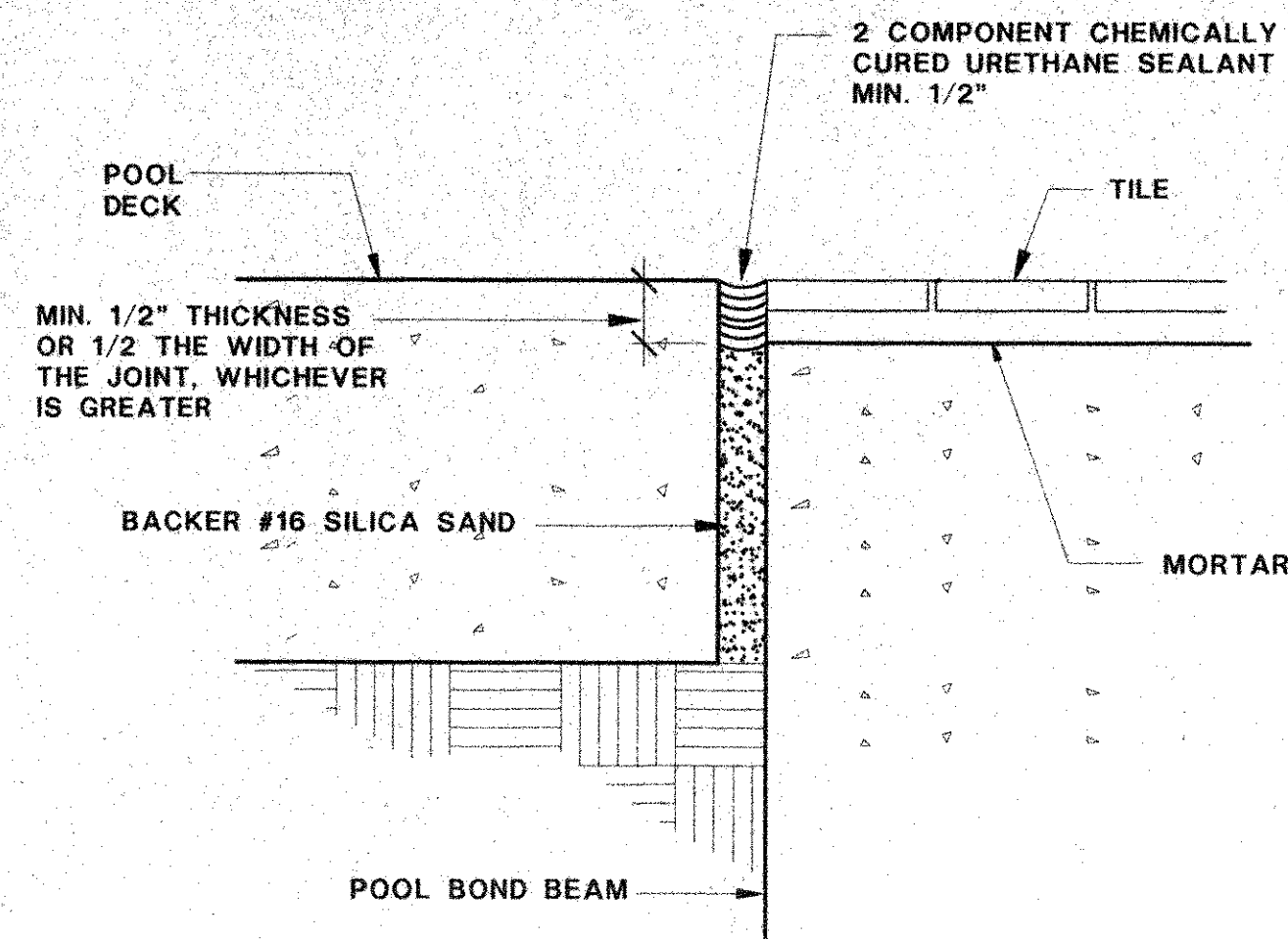
- PROVIDE CPVC PIPE BEFORE AND AFTER HEATER WITH FLANGED CONNECTIONS WHERE CPVC PIPE ADJOINS PVC PIPE.
- PROVIDE TRUE-UNION CPVC BALL VALVES ON HEATER INFLUENT AND EFFLUENT LINES.
- POOL HEATER MUST CONFORM TO ASME BOILER CODE REQUIREMENTS FOR 160 PSI WORKING PRESSURE AND HAVE CALIFORNIA APPROVED CONTROLS.
- PROVIDE LETRO THERMOMETERS IN HEATER INFLUENT AND EFFLUENT LINES AND THE POOL RETURN LINE DOWNSTREAM OF THE HEATER BYPASS.

CHEMICAL

- SECURE CHEMICAL METERING PUMP FEED LINES TO WALL AND/OR OVERHEAD WITH CLIPS OR DEVICES THAT DO NOT CRIMP, DISTORT OR ALLOW HIGH AND LOW AREAS IN TUBING RUNS. PLACE CHECK VALVE AND SHUT-OFF VALVE BEFORE LINES ENTER POOL RETURN PIPING.
- CHEMICAL CONTROL MONITOR SHALL CONTROL THE CHEMICAL METERING PUMP AND VACUUM SOLENOID VALVE AND SHUT THEM DOWN UPON LOSS OF SAMPLE STREAM FLOW.
- THE CHEMICAL CONTROL SYSTEM BYPASS LINE SHALL SAMPLE WATER AFTER THE FILTERS AND BEFORE THE HEATER BYPASS LINE, AND RETURN TO THE SURGE CHAMBER.

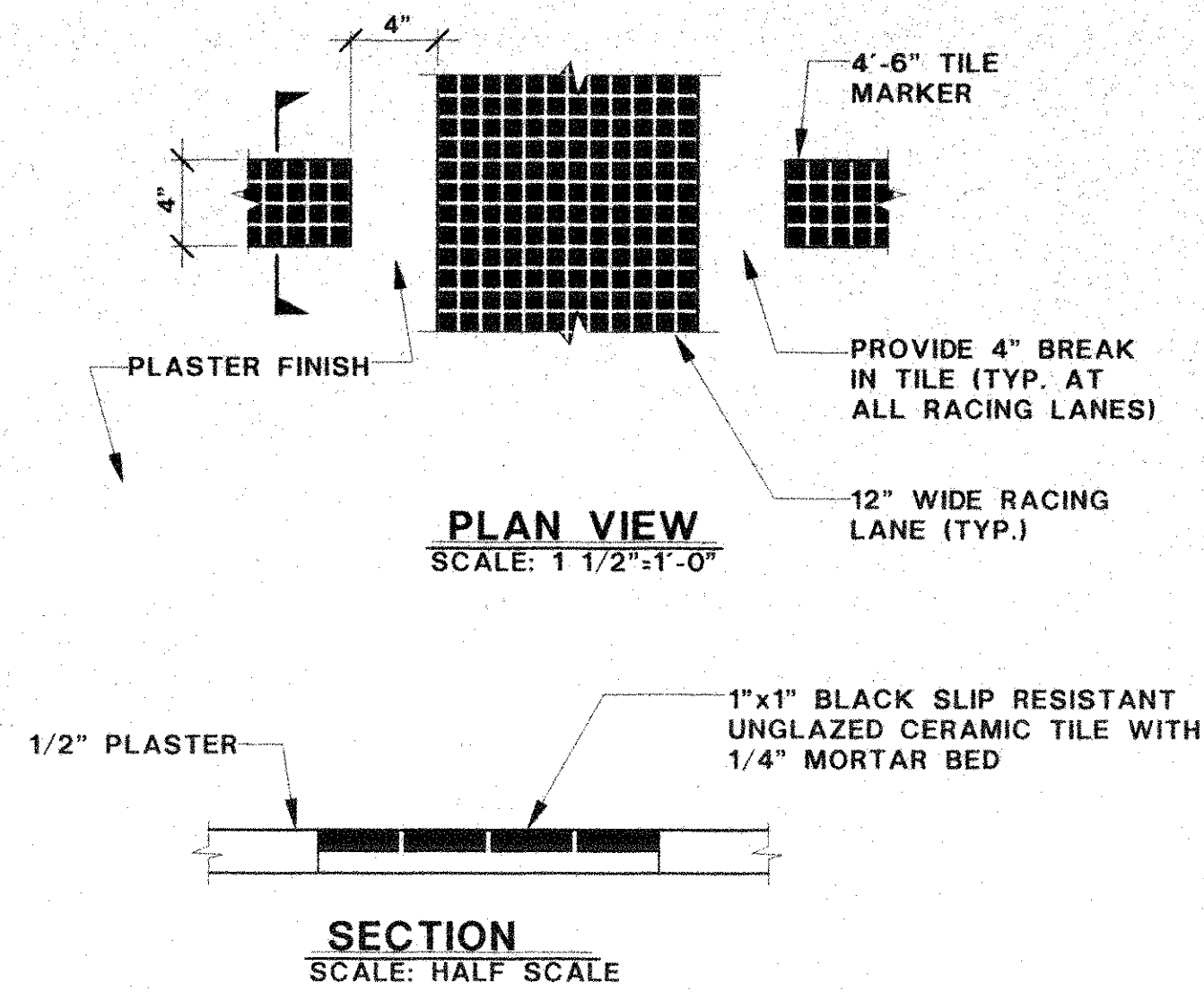
GENERAL NOTES





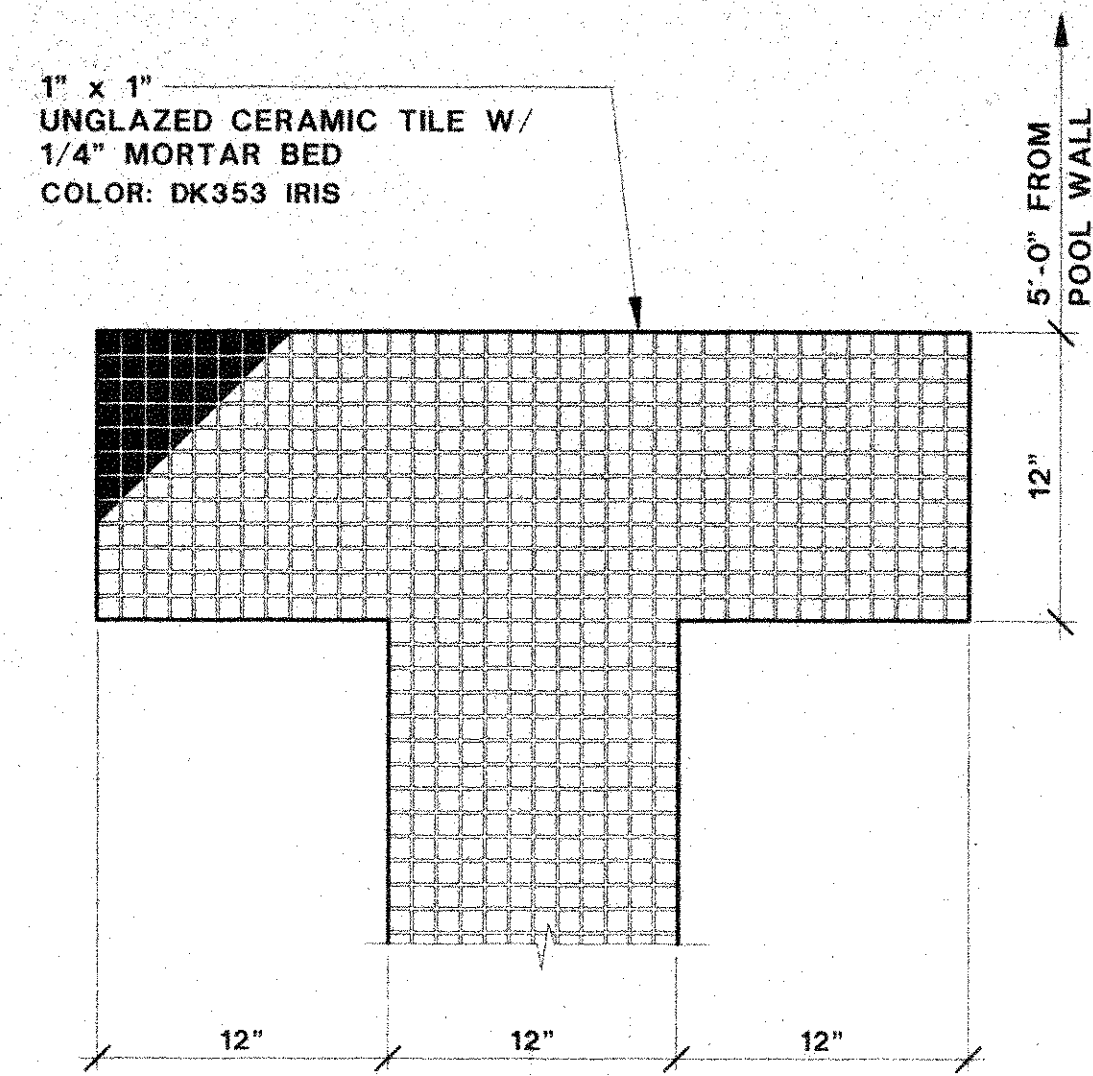
EXPANSION JOINT

SCALE: NONE



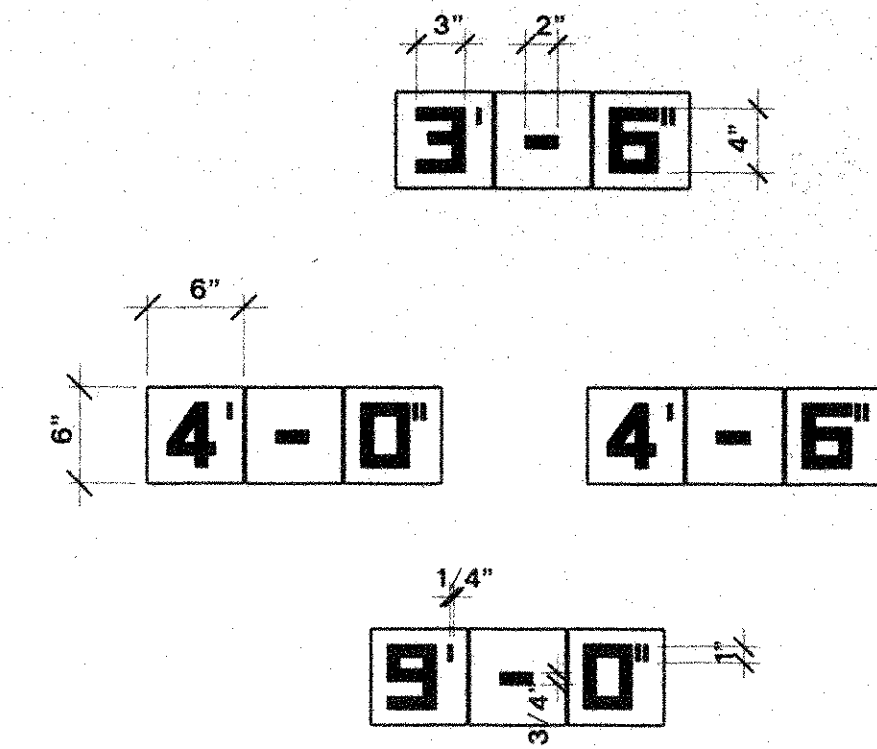
4'-6" DEPTH MARKER TILE

SCALE: AS NOTED



RACING LANE MARKER

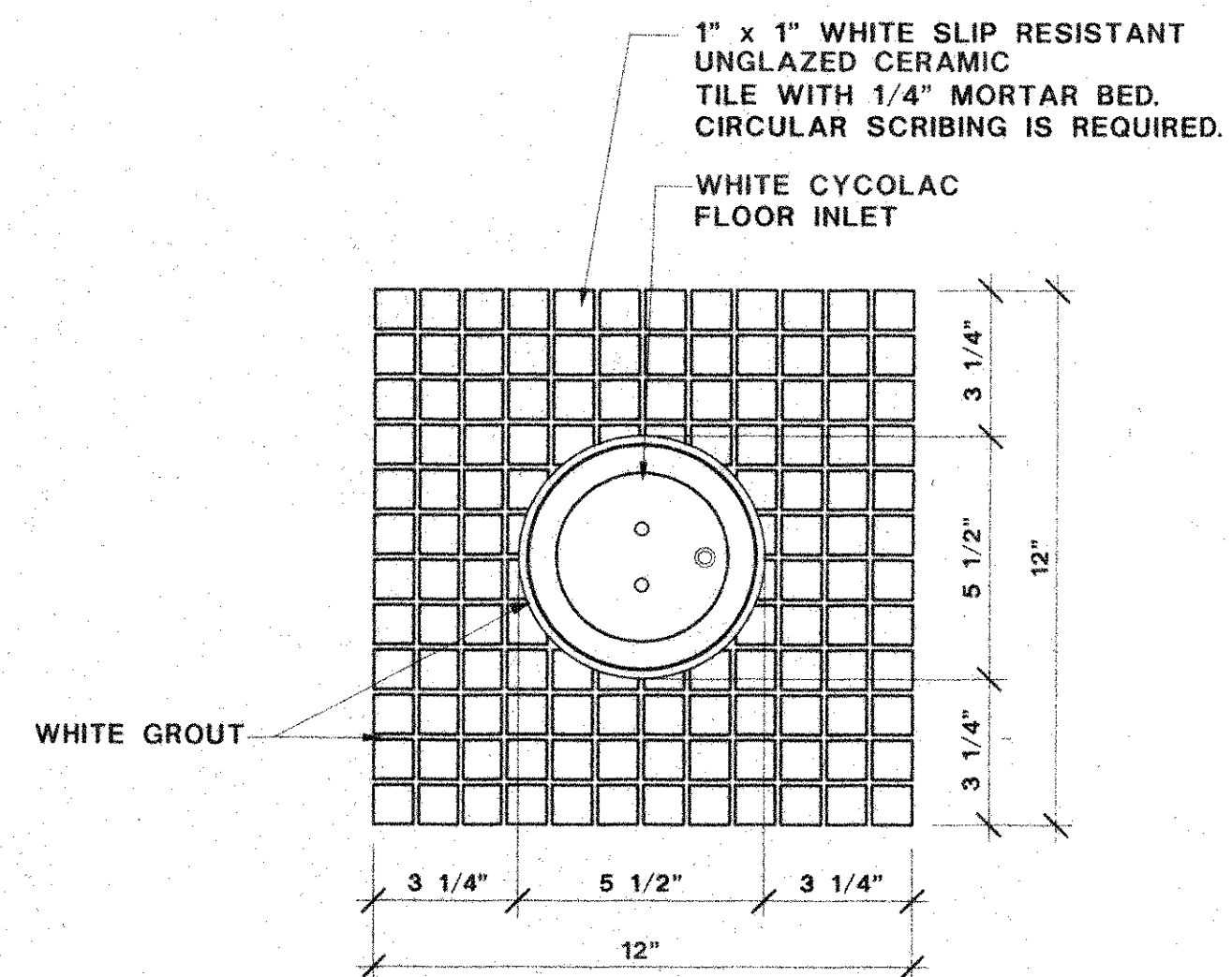
SCALE: 1 1/2" = 1'-0"



- NOTES:
1. ALL TILE TO BE GLAZED CERAMIC TILE WITH 1/4" MORTAR BED SET FLUSH WITH FINISHED DECK EDGE.
 2. NUMBERS AND DASHES TO BE BLACK.
 3. FIELD TO BE WHITE.
 4. GROUT TO BE WHITE.

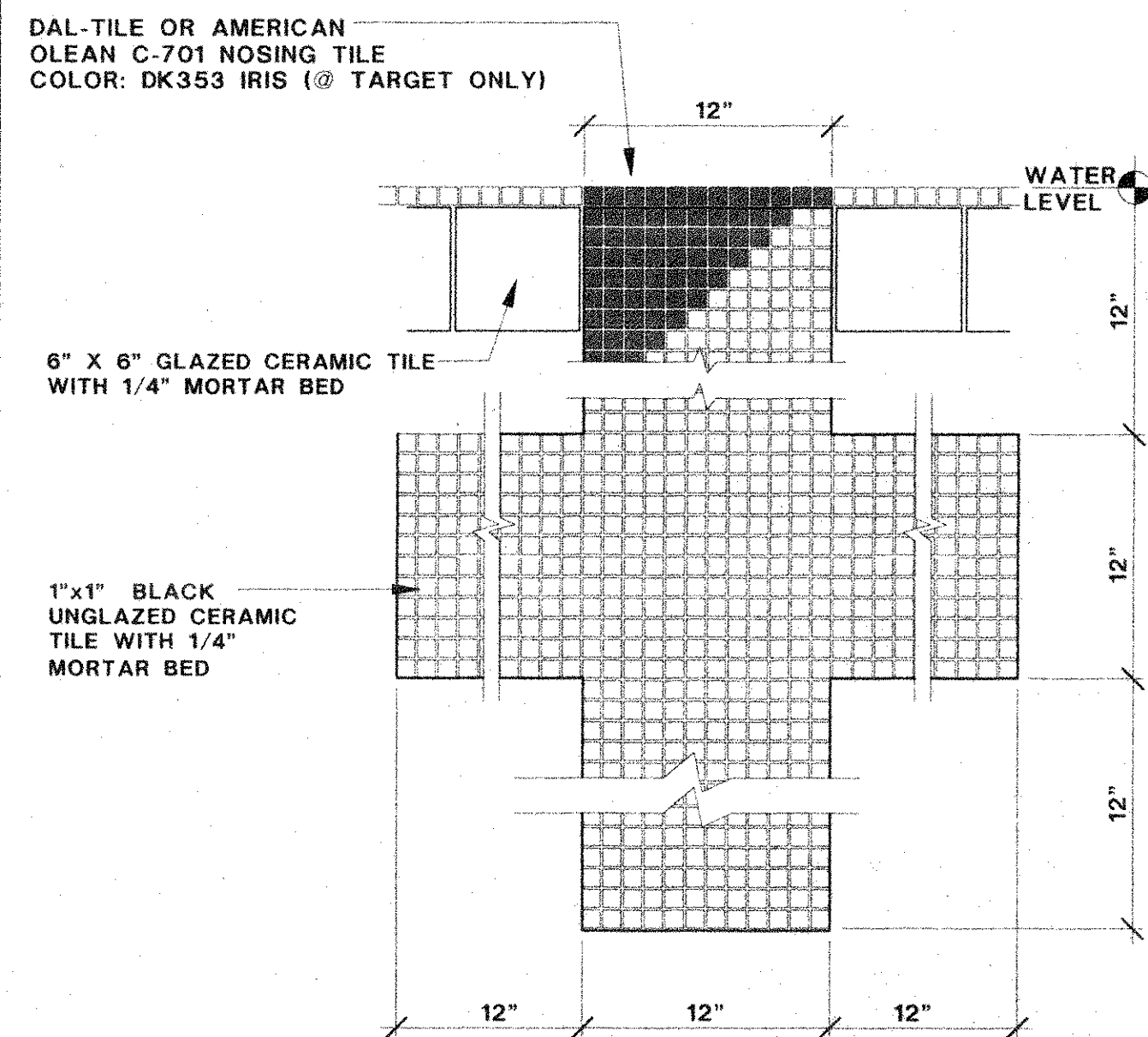
WATERLINE DEPTH MARKERS

SCALE: 1" = 1'-0"



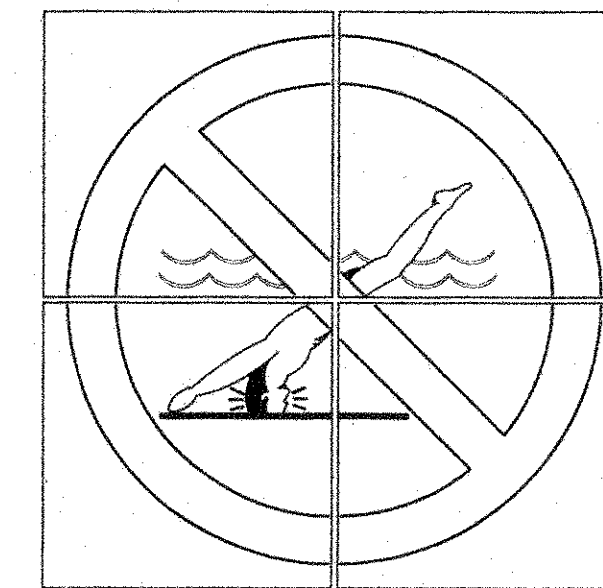
FLOOR INLET TILE

SCALE: 3" = 1'-0"



RACING LANE TARGET

SCALE: NONE

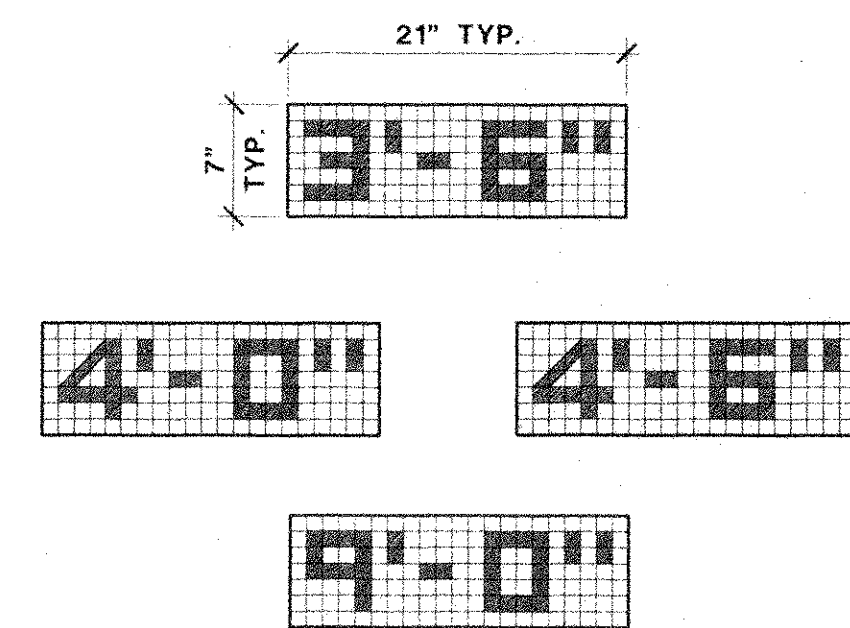


SILK SCREEN

- 6" x 6" DOUBLE GLAZED WHITE TILE TYP. OF (4) PIECES OVER 1/4" MORTAR BED WITH 1/16" GROUT JOINTS, SEE PLAN FOR LOCATION
- 1" WIDE RED CIRCLE WITH 11" OUTSIDE DIAMETER AND 9" INSIDE DIAMETER WITH 1" WIDE RED DIAGONAL LINE
- 1/8" BLUE WATER
- 1/16" RED TICKS ABOUT THE HEAD
- TAN COLOR BODY WITH BLACK OUTLINE, HAIR AND TRUNKS
- 1/8" BLACK POOL FLOOR

NO DIVING GRAPHICS

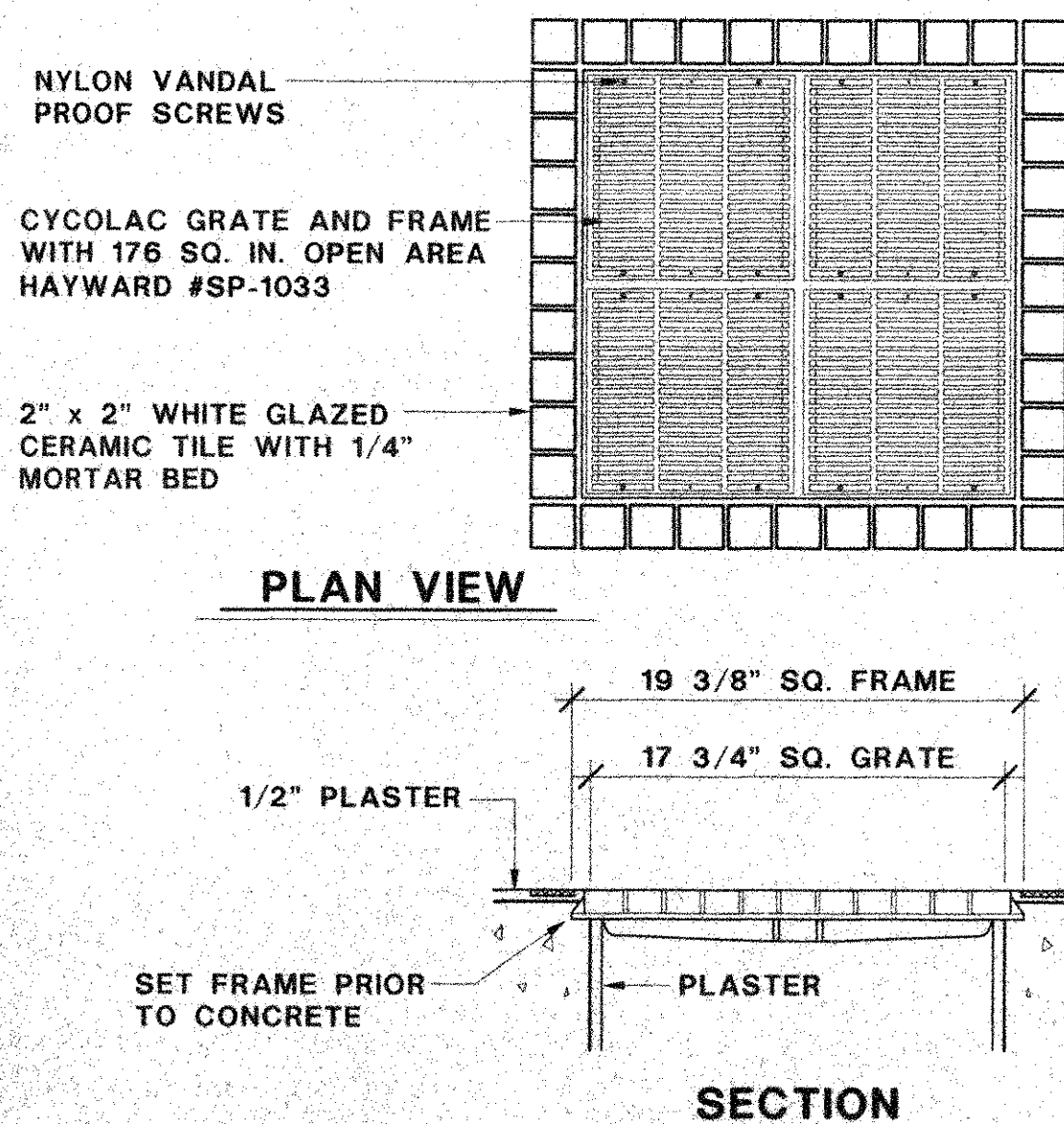
SCALE: 3" = 1'-0"



- NOTES:
1. ALL TILE TO BE 1"x1" UNGLAZED CERAMIC TILE WITH 1/4" MORTAR BED SET FLUSH WITH FINISH DECK SURFACE.
 2. NUMBERS AND DASHES TO BE DK353 IRIS
 3. FIELD TO BE WHITE.
 4. GROUT TO BE WHITE.

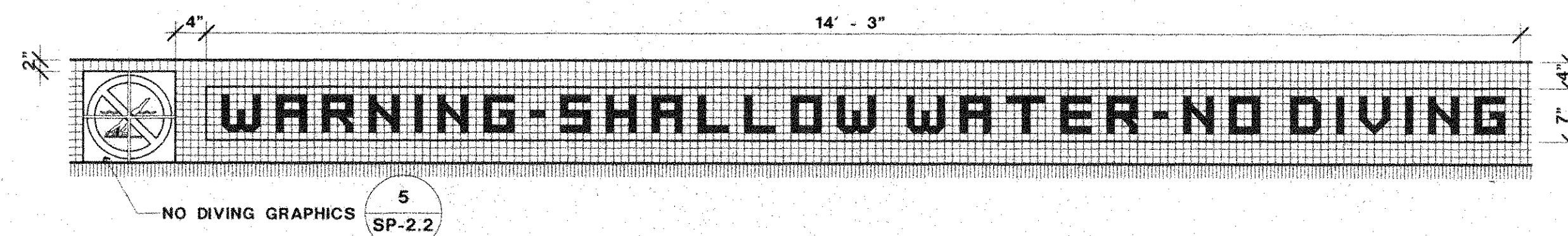
DECK DEPTH MARKERS

SCALE: 1" = 1'-0"



18" MAINDRAIN TILE

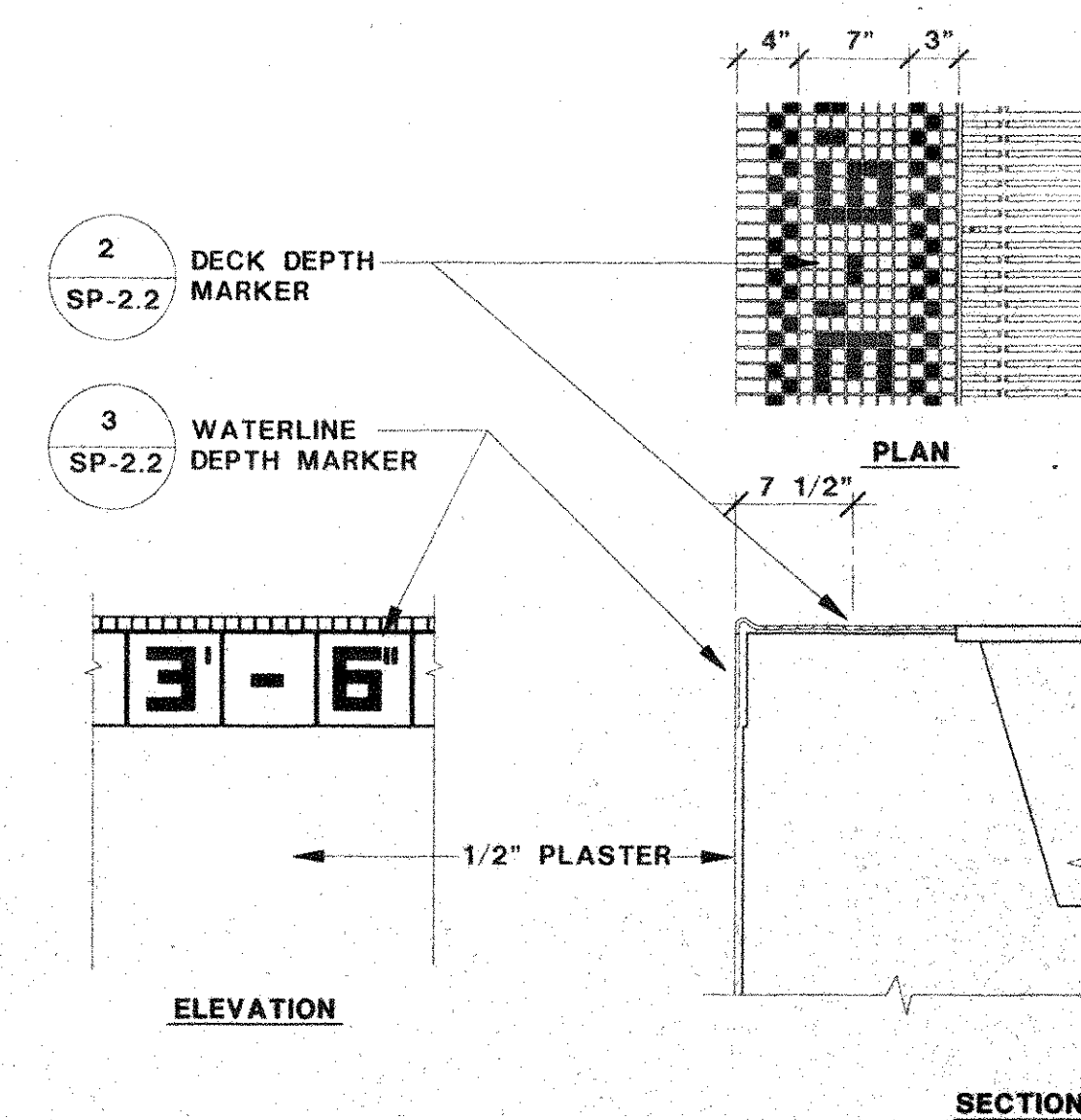
SCALE: 1 1/2" = 1'-0"



- ALL TILE TO BE 1" x 1" UNGLAZED CERAMIC TILE WITH 1/4" MORTAR BED.
- LETTERS AND DASHES TO BE DK353 IRIS
- FIELD TO BE WHITE.
- GROUT TO BE GRAY

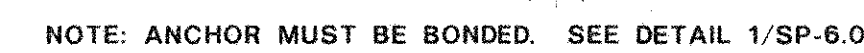
NO DIVING SIGN

SCALE: 3/4" = 1'-0"



DEPTH MARKER LOCATION DETAIL

SCALE: 1" = 1'-0"



8

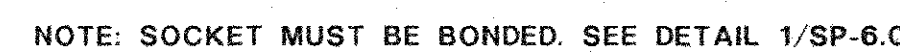
SCALE: NONE

6

S C A L E: H A L F

3

SCALE: 3" = 1'-0"

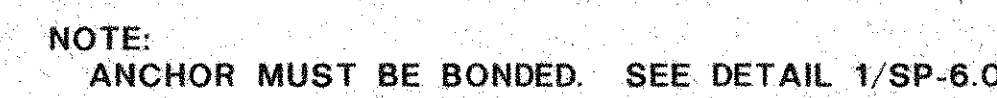
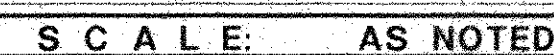
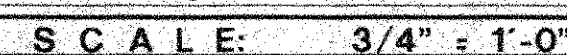


NOTE: SOCKET MUST BE BONDED. SEE DETAIL 1/SP-6.C



5

SCALE: HALF

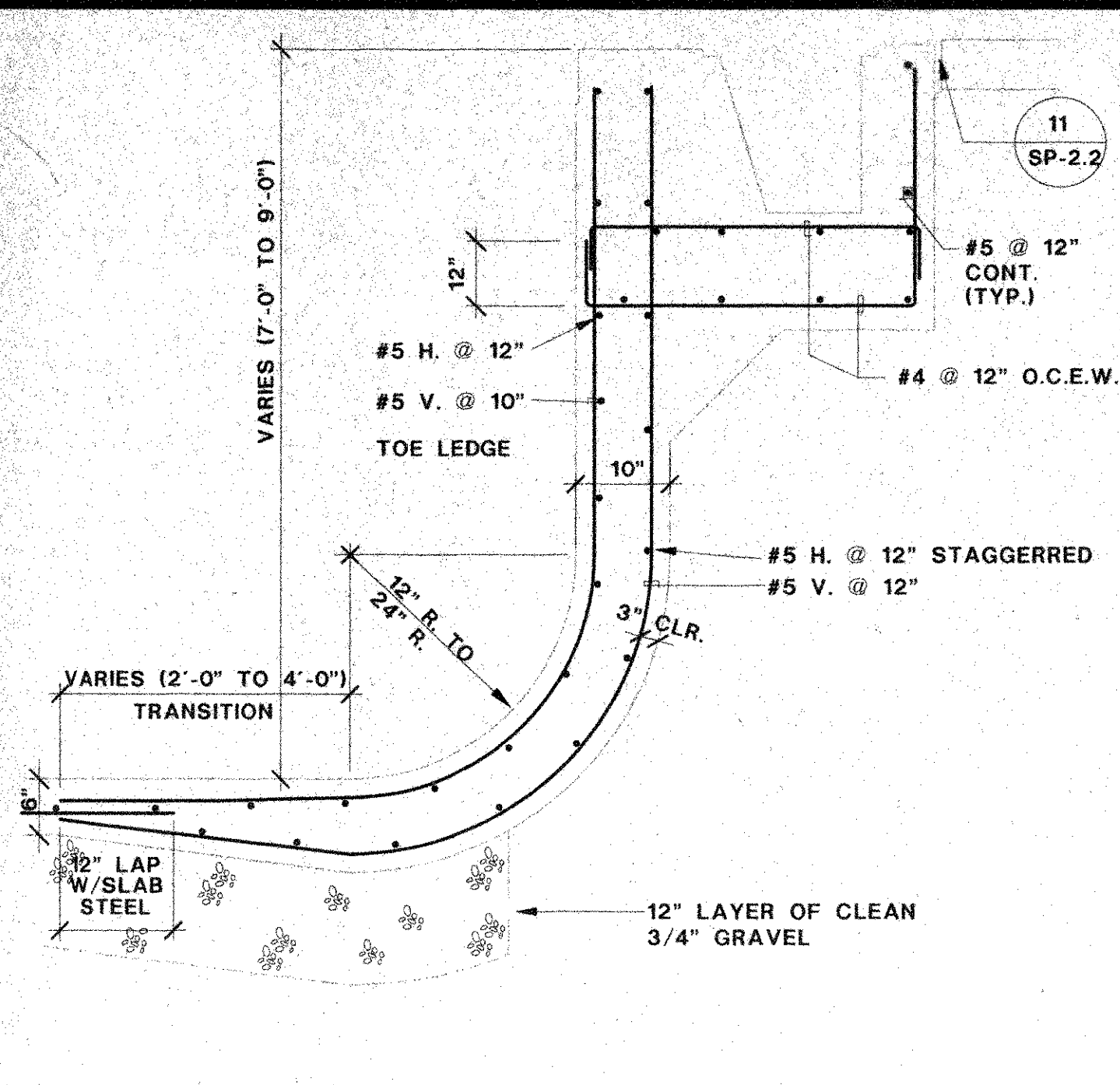


SCALE: HALF



1

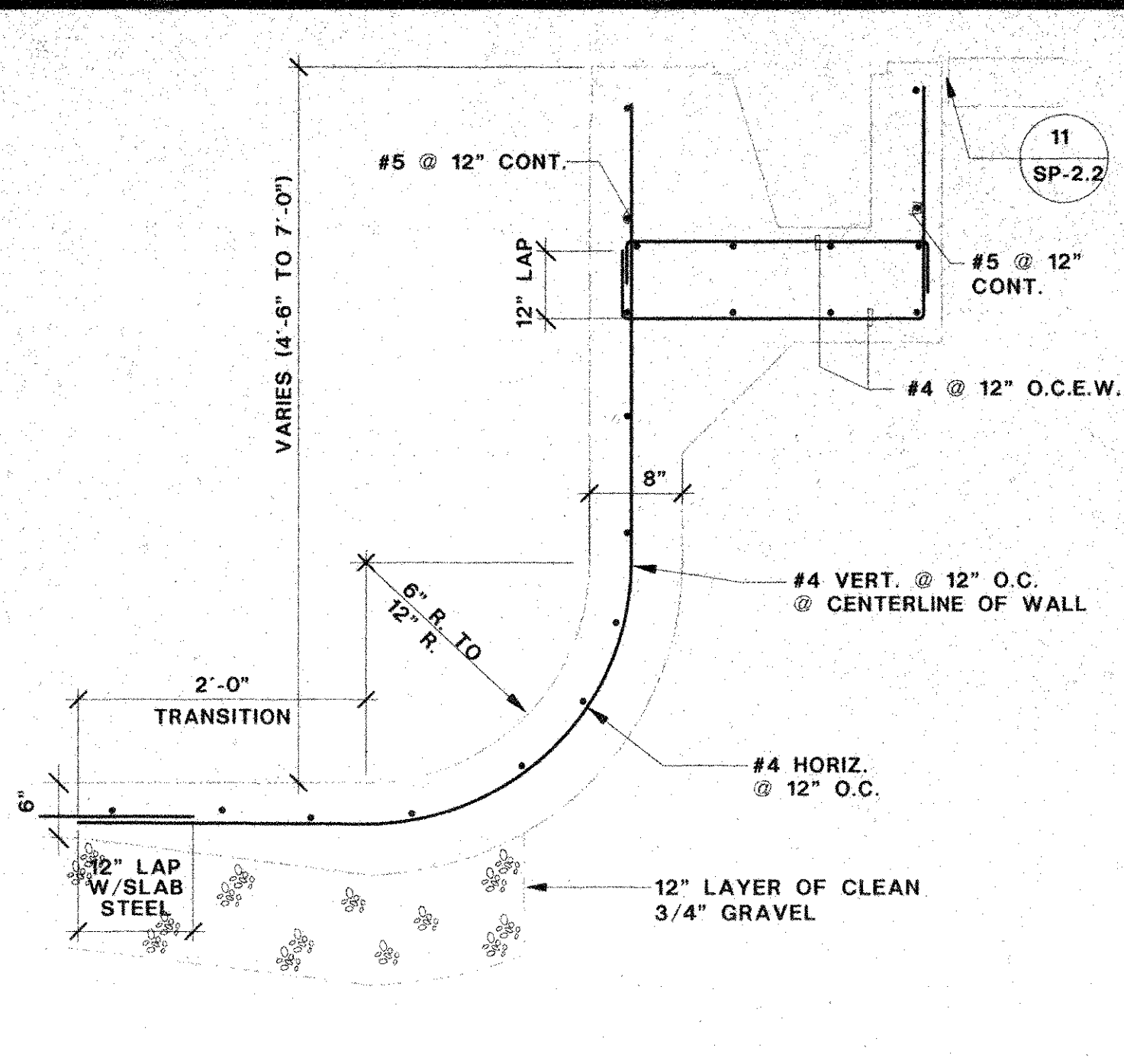
SCALE: 1/2" = 1'-0"



DEEP SECTION

SCALE: 3/4" = 1'-0"

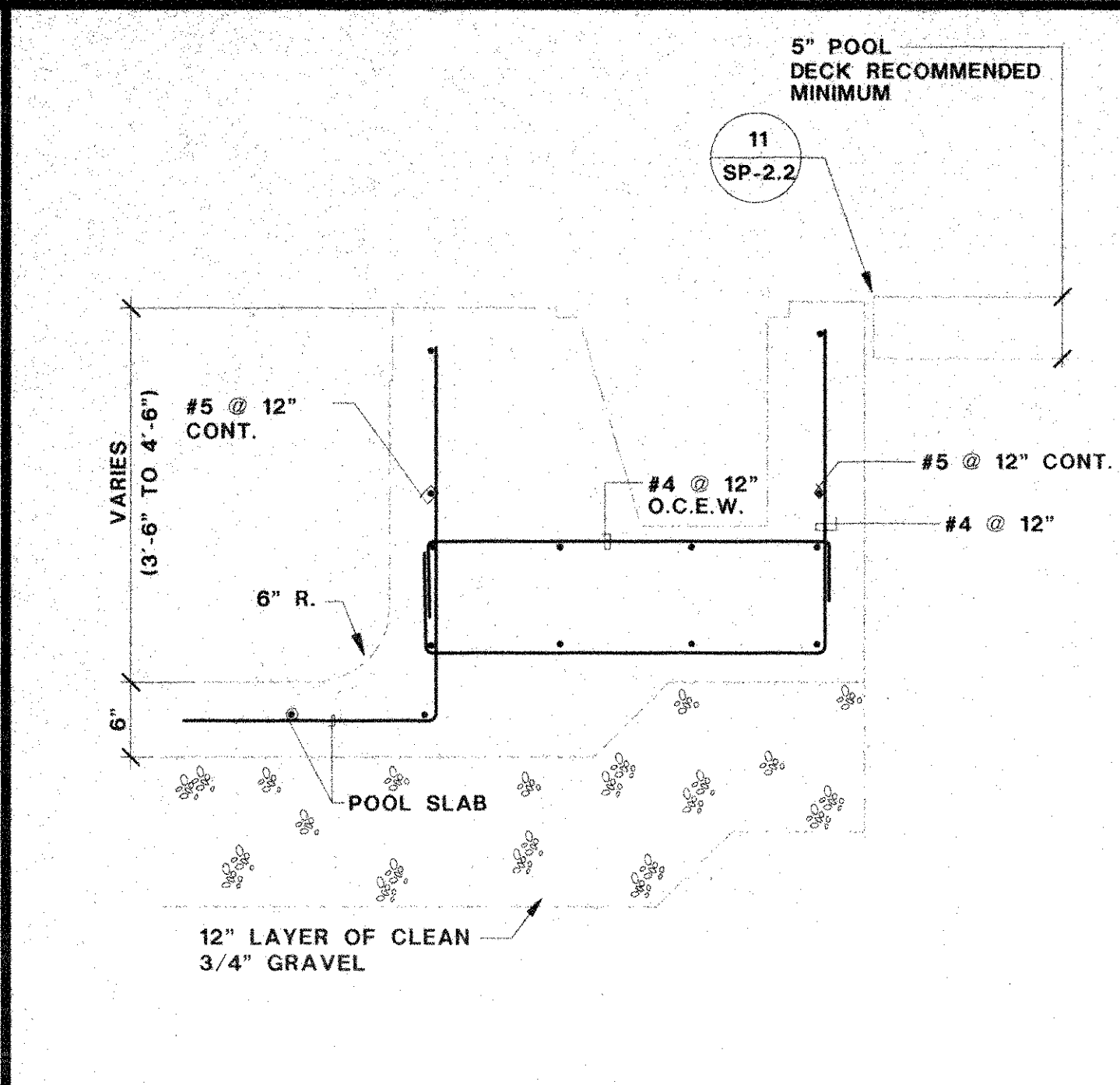
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MID-DEPTH SECTION

SCALE: 3/4" = 1'-0"

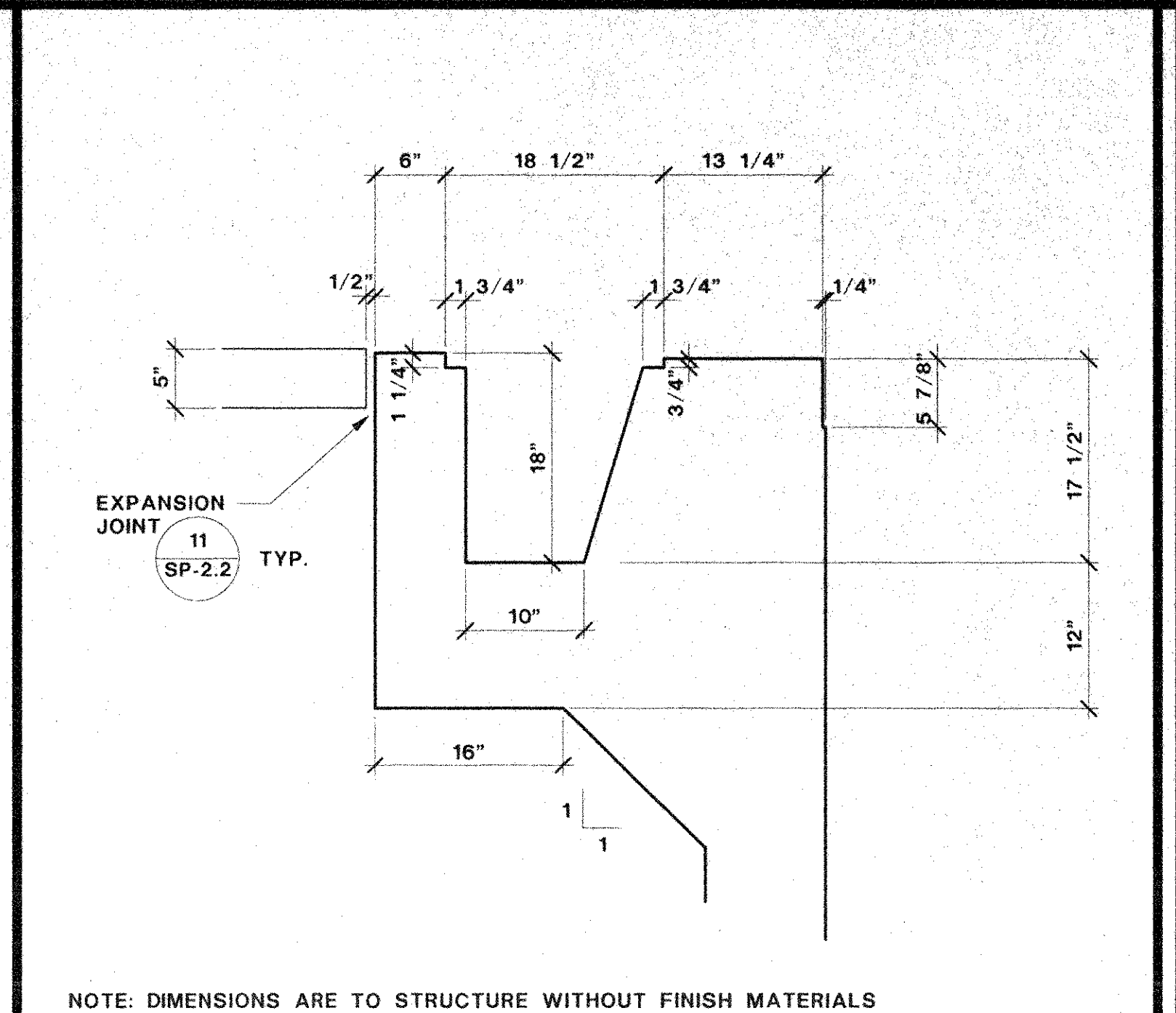
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SHALLOW END SECTION

SCALE: 3/4" = 1'-0"

2

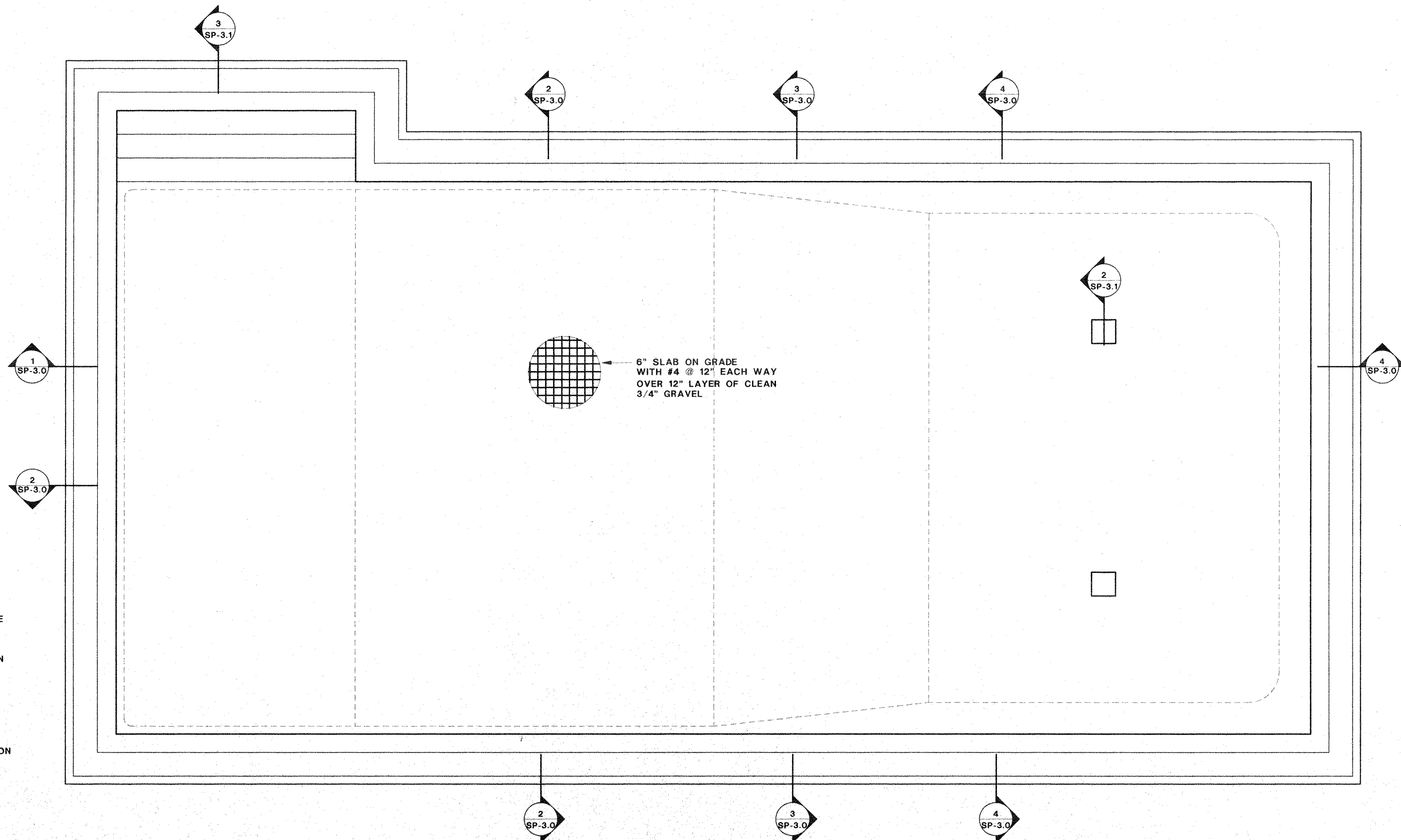


TYP. GUTTER SECTION

SCALE: 1" = 1'-0"

1

NOTE: DIMENSIONS ARE TO STRUCTURE WITHOUT FINISH MATERIALS



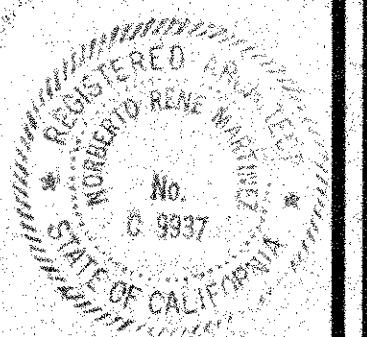
SWIMMING POOL STRUCTURAL PLAN

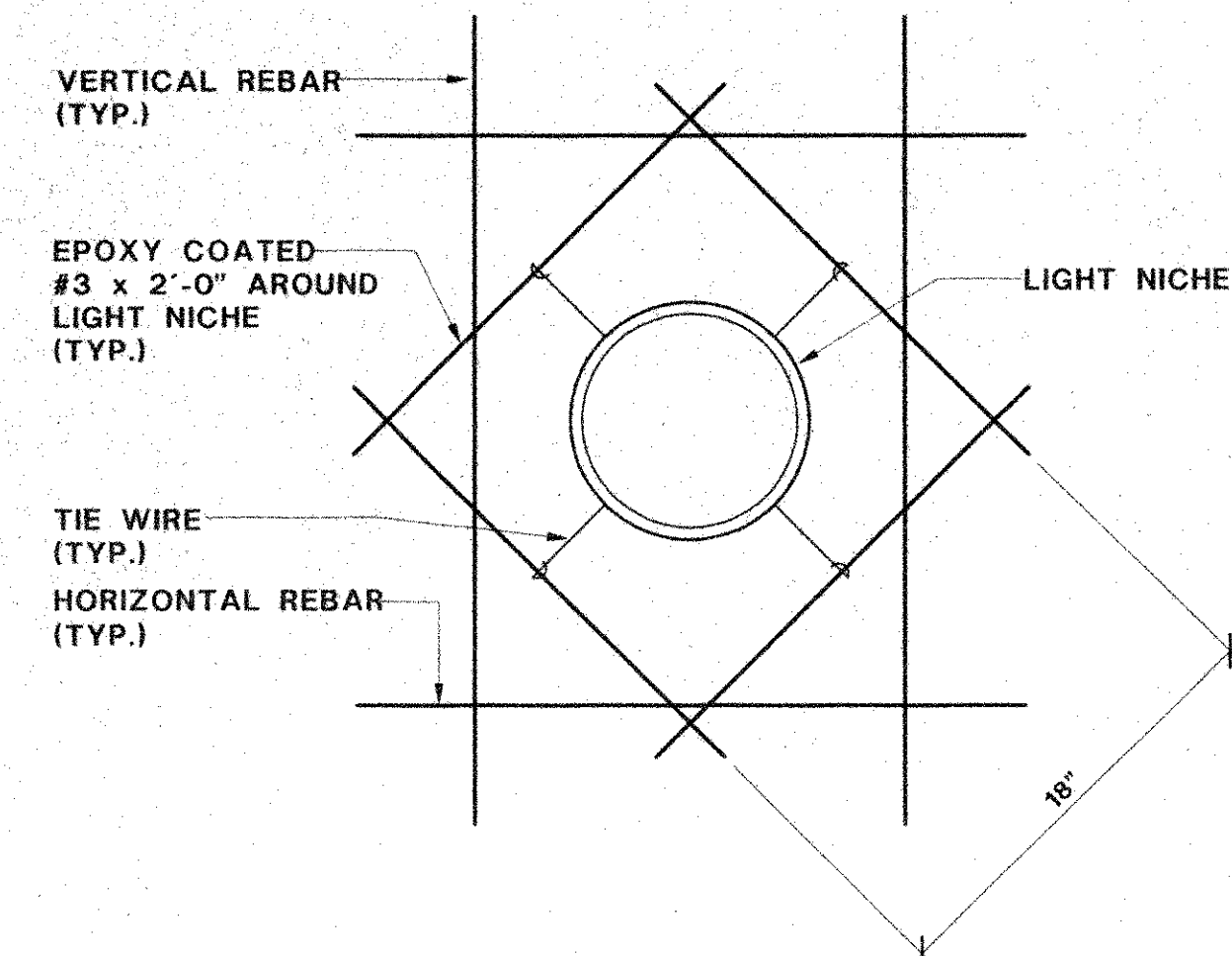
SCALE: 1/4" = 1'-0"

NOTES:

1. REFER TO SHEET SP-2.0 FOR TOLERANCES AND FINISH DIMENSIONS AND PROVIDE ROUGH OPENING TO ACCOMMODATE 1/2" PLASTER FINISH.
2. REFER TO SHEET SP-2.0 FOR RECESSED STEP LOCATION AND PROVIDE STRUCTURE PER DETAIL 4/SP-3.1
3. REFER TO SHEET SP-2.0 FOR UNDERWATER LIGHT LOCATION AND PROVIDE STRUCTURE PER DETAIL 5/SP-3.1
4. REFER TO SHEET SP-2.0 FOR MAINDRAIN LOCATIONS AND PROVIDE STRUCTURE PER DETAIL 2/SP-3.1
5. SHOTCRETE STRENGTH TO BE 3000 PSI MINIMUM AT 28 DAYS.
6. REFER TO SHEET SP-2.0 FOR SWIMMING POOL ANCHORS, DIVING BOARD ANCHORS, STANCHIONS, SOCKETS, ETC. AND PROVIDE STRUCTURE ACCORDINGLY.
7. REFER TO SHEET SP-5.0 FOR GUTTER DRAIN BASIN LOCATION AND PROVIDE STRUCTURE PER DETAIL 1/SP-3.1
8. ALL REINFORCING STEEL SHALL BE GRADE 60. (#4 BARS AND SMALLER SHALL BE GRADE 50)
9. MAINTAIN MIN. 2" CLEAR FROM REINFORCING STEEL TO SHOTCRETE SURFACE ON POOL INTERIOR.
10. MAINTAIN MIN. 3" CLEAR FROM REINFORCING STEEL TO SHOTCRETE SURFACE (EARTH SIDE).

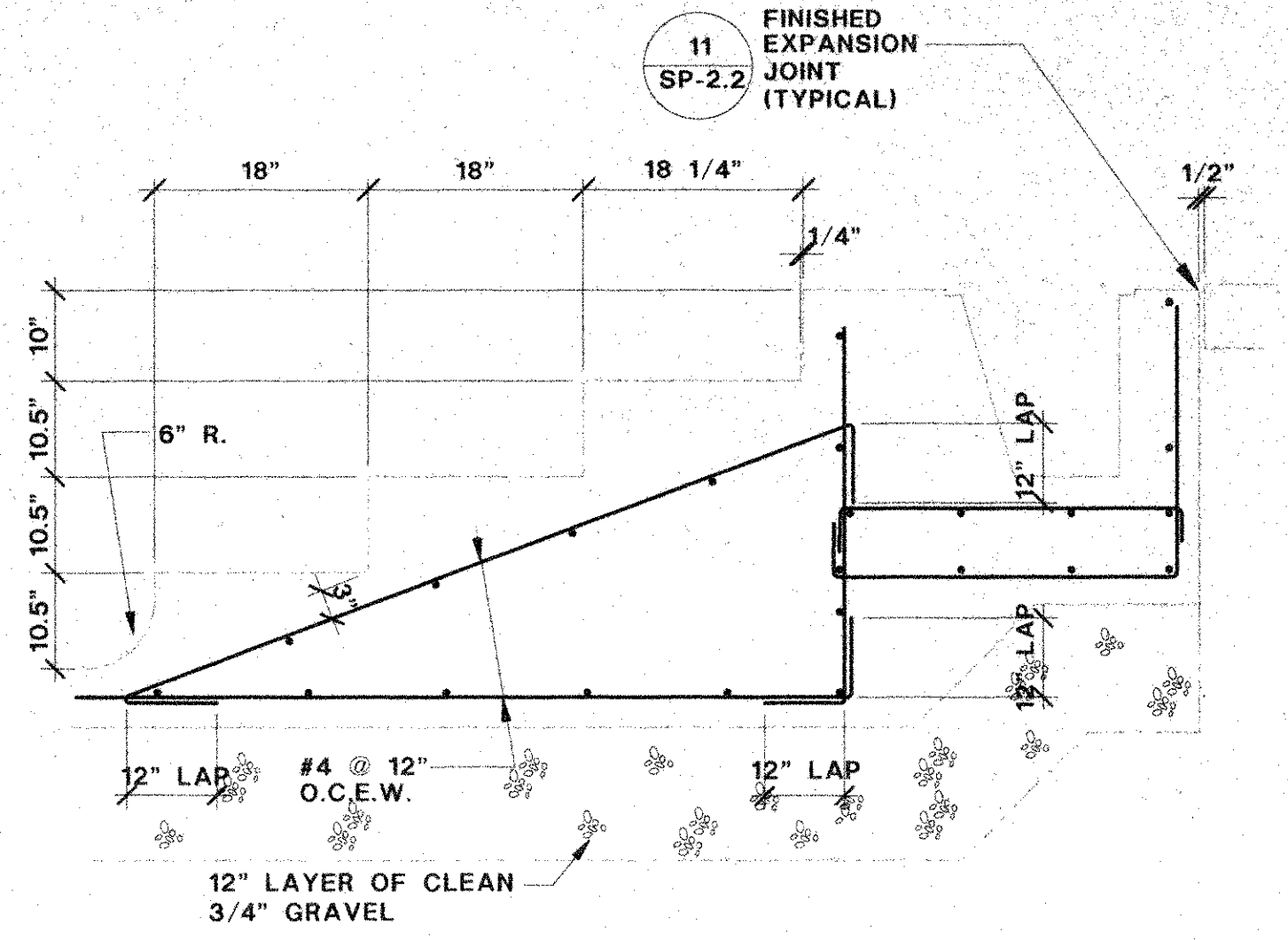
APR 06 2000





UNDERWATER LIGHT
SCALE: NONE

5

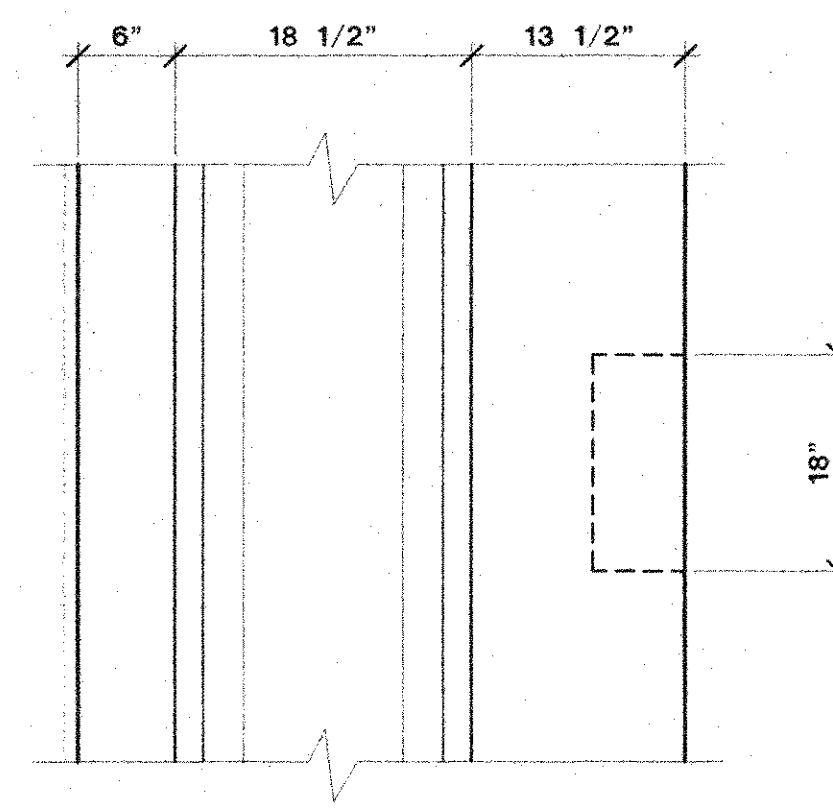


NOTE:
ANY ITEMS NOT SHOWN OR CALLED OUT
ARE SAME AS DETAIL 2/SP-3.0

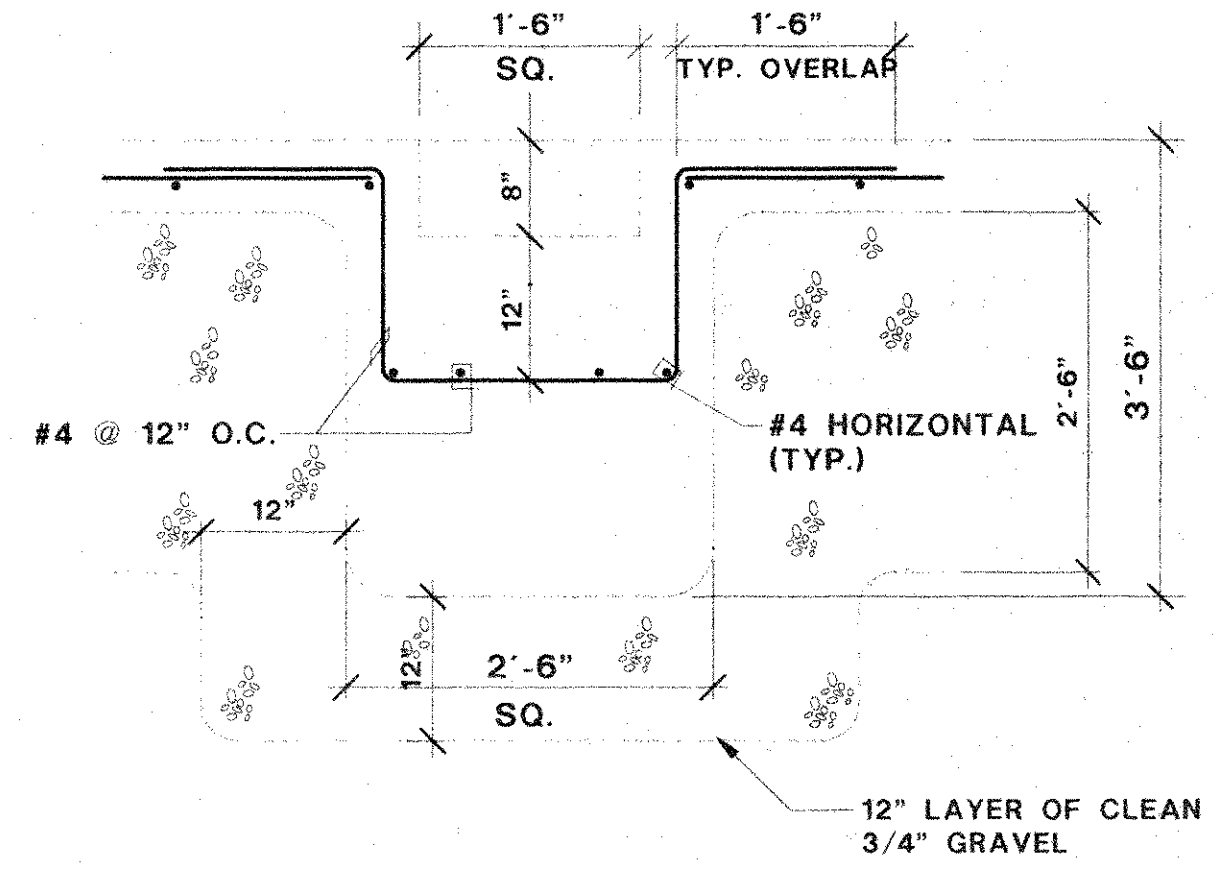
STAIR SECTION
SCALE: NONE

3

NOTES:
1. ANY ITEM NOT CALLED OUT
IS SAME AS DETAIL 2/SP-3.0

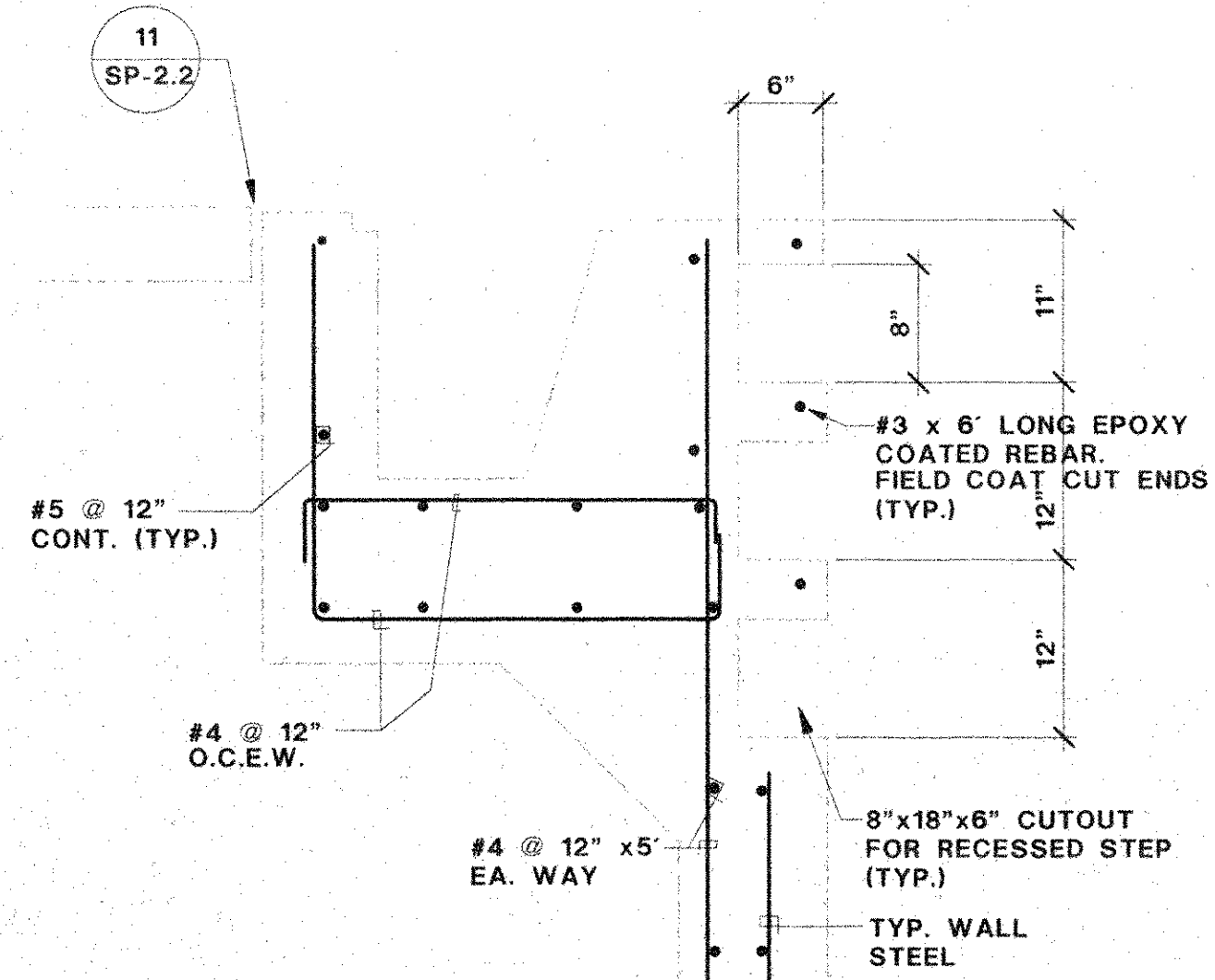


SECTION A



18" MAINDRAIN
SCALE: NONE

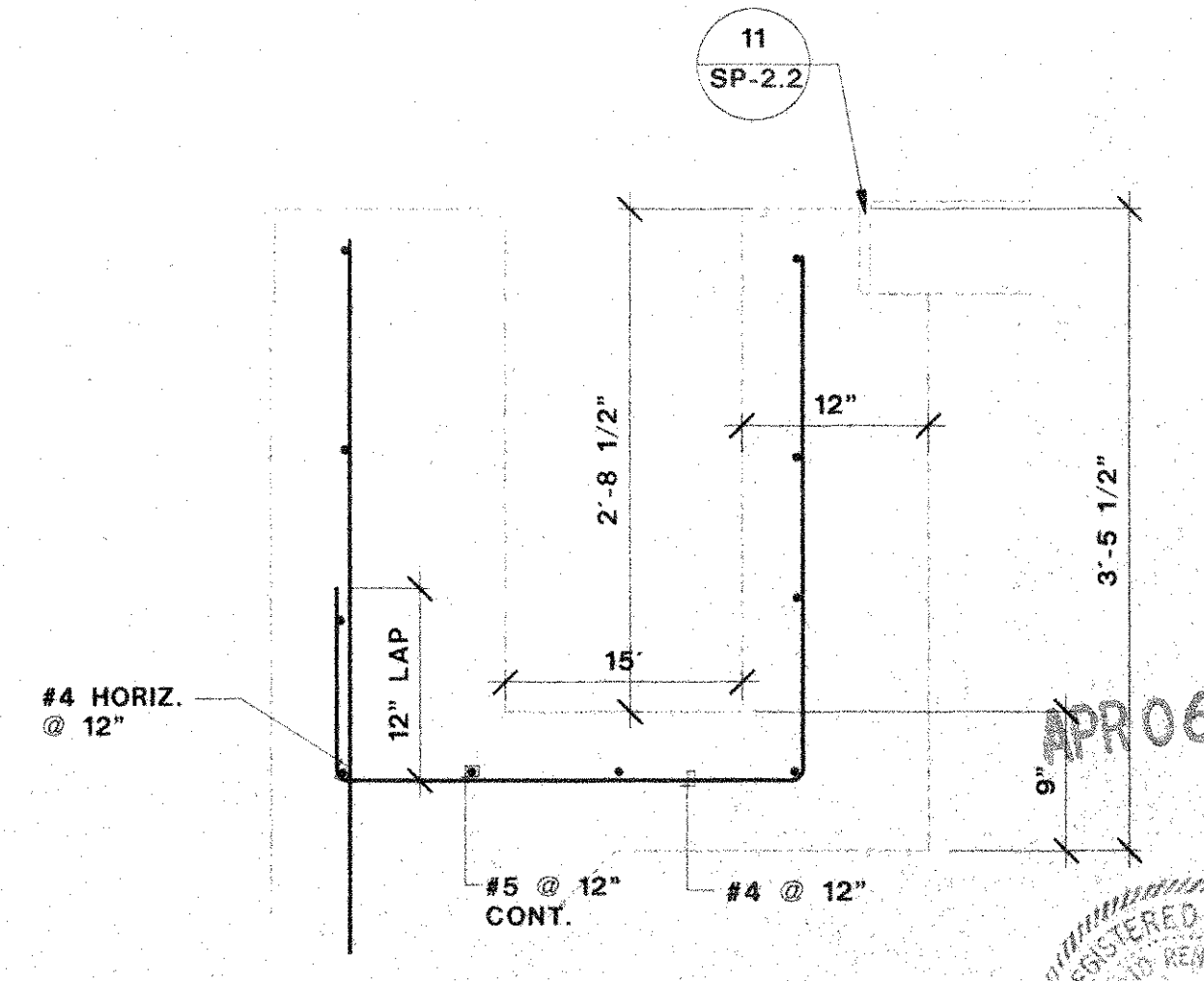
2



SECTION A

RECESSED STEPS
SCALE: 1" = 1'-0"

4



NOTE:
ANY ITEMS NOT SHOWN OR CALLED OUT
ARE SAME AS DETAIL 4/SP-3.0

GUTTER DRAIN BASIN
SCALE: 1" = 1'-0"

1

REVISIONS	DATE	BY

HILLMAN, BIDDISON
& LOEWENSTH
STRUCTURAL ENGINEERS
11111 15th Ave, Suite 200
San Diego, CA 92128
(619) 581-1111

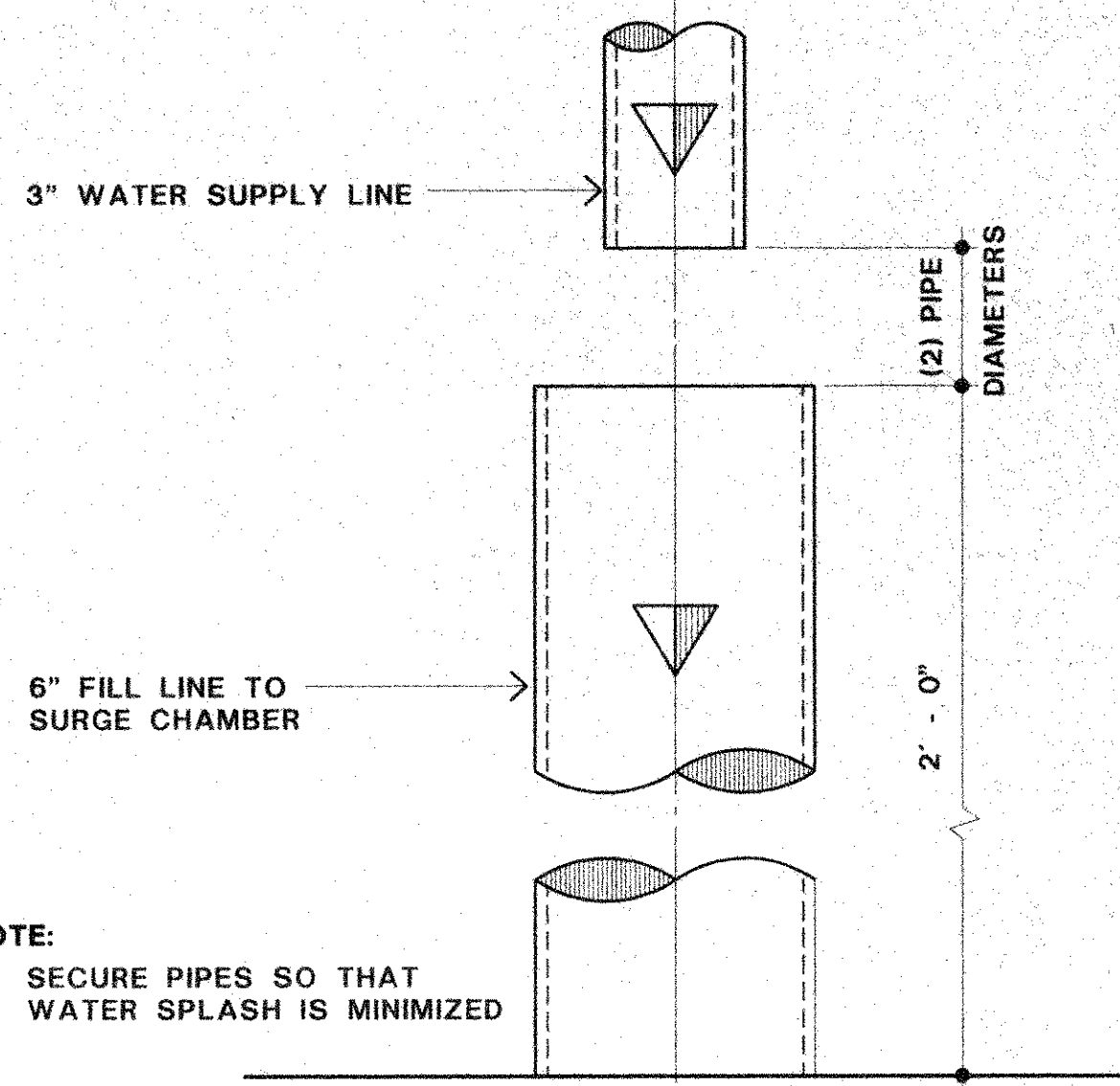
DESIGN BY: K.V.S.	DATE:
DRAWN BY: F.A.M.	DATE:
CHECKED BY: W.N.R.	DATE:

PROJECT: DOWNTOWN RECREATION FACILITY- CITY OF COSTA MESA
PROJECT NO.

APR 06 2000



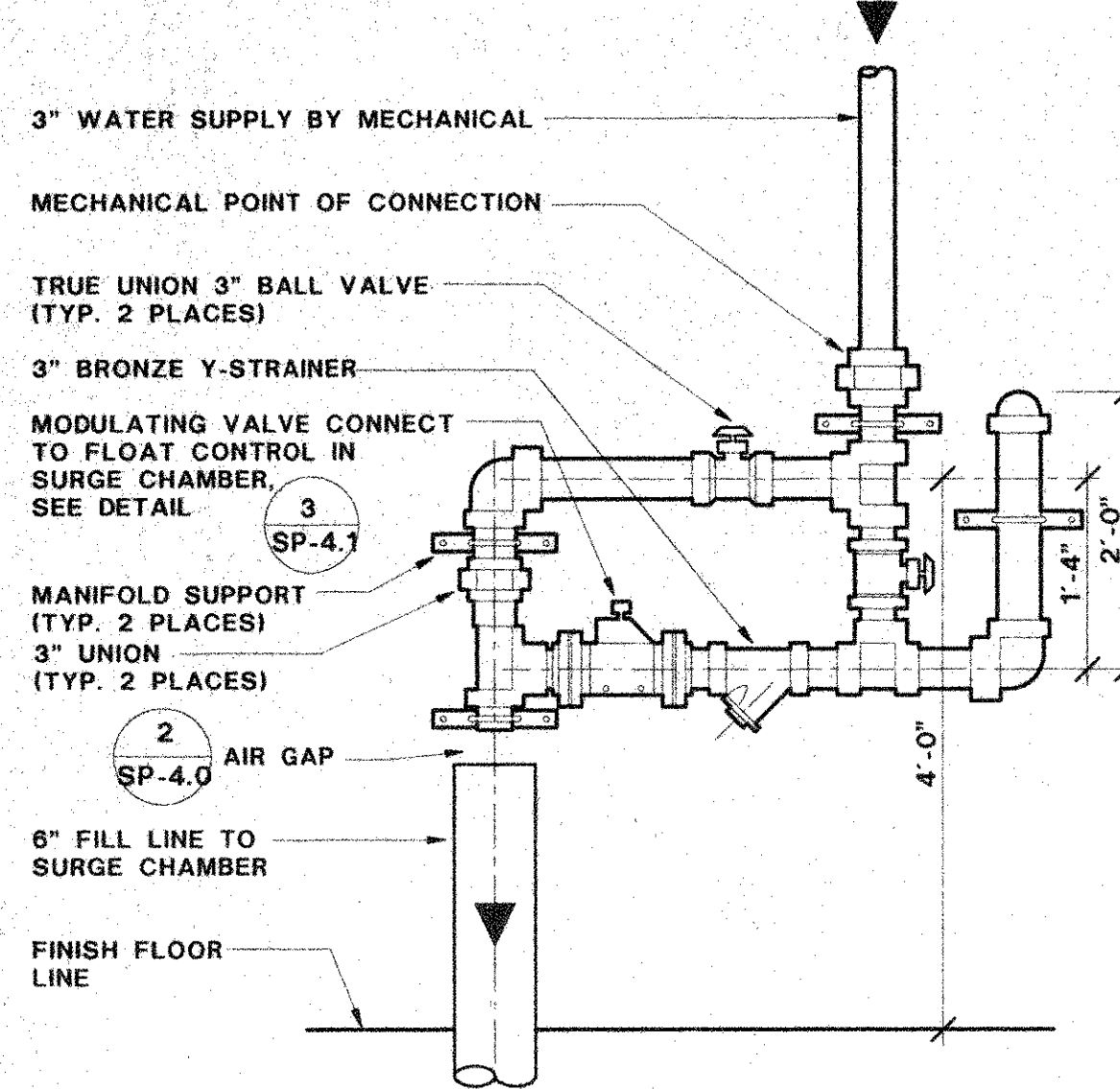
AutoCAD Server\Users\jcsa\Drawings\Costa Mesa\SP-40.dwg Plot Date: 03/25/2003 15:26:09 1989 FAM & POWER International



AIR GAP TO SURGE CHAMBER

SCALE: NONE

2



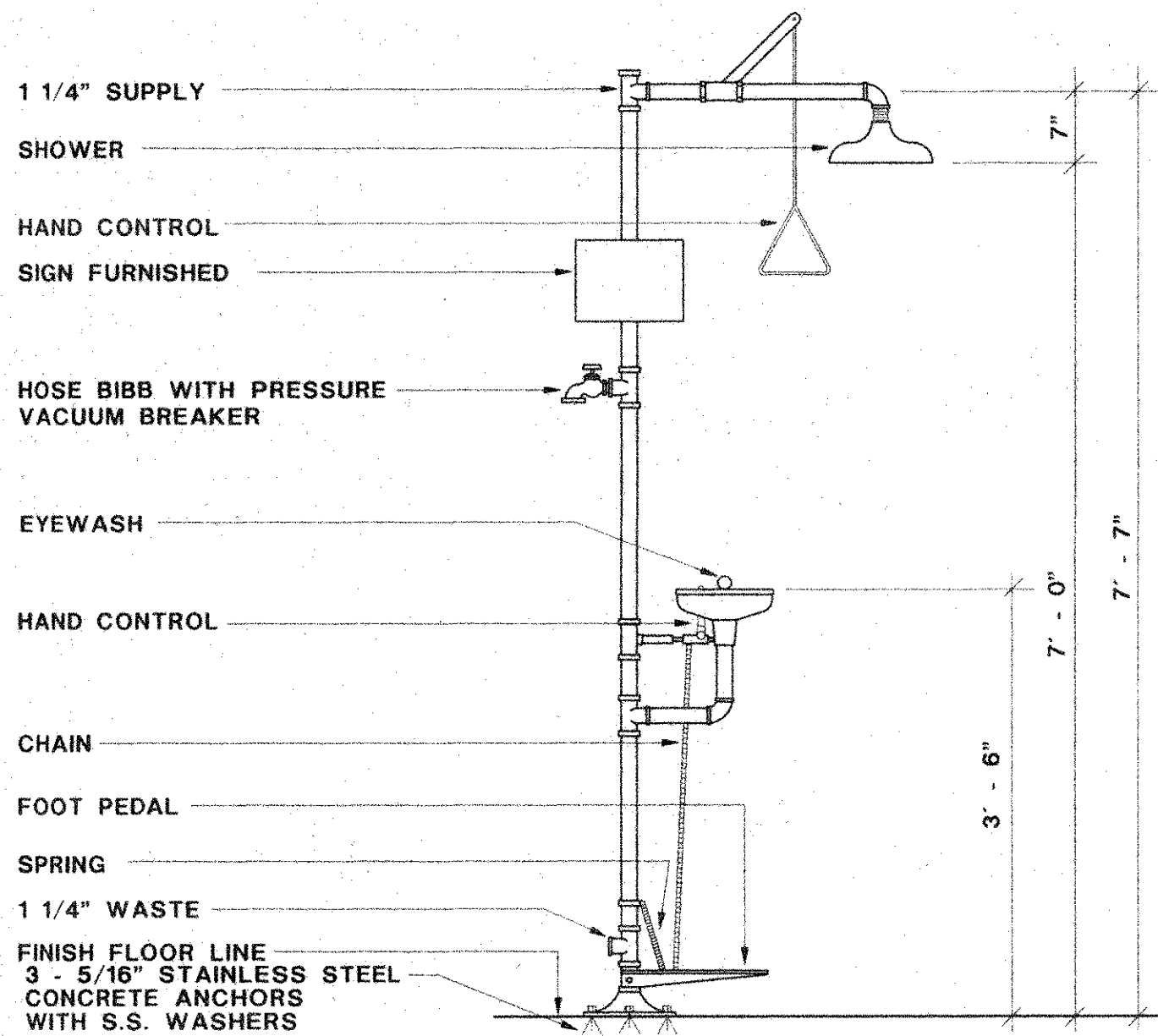
MAKE-UP MANIFOLD

SCALE: 3/4" = 1'-0"

1

- 1 SWIMMING POOL PUMP - PACO #3015-S, 10 HP, 400 GPM @ 88' HEAD, 208V, 34, 1150 RPM, FUSE COATED INCLUDING IMPELLER, PREMIUM EFFICIENCY TEFC MOTOR
- 2 SWIMMING POOL FILTER SYSTEM - EPD #201, 27.0 SQ. FT. OF SAND, 115V, 16, SEMI-AUTOMATIC BACKWASH @ 250 GPM
- 3 SWIMMING POOL HEATER - RAY PAK #P-1125, 1,124,700 BTU/HR INPUT, 2" WATER CONNECTION, 1" GAS CONNECTION, 115V, 16, 82% EFFICIENCY
- 4 CHEMICAL CONTROL MONITOR - STRANITROL SYSTEM 5, WSE/RAK, 110V, 16, 60Hz
- 5 CHLORINE FEED PUMP - TWO (2) LMI #C121-71S, 96 GPD @ 100 PSI, 110V, 16
- 6 ACID FEED PUMP - TWO (2) LMI #B121-198S-A, 60 GPD @ 100 PSI, 110V, 16
- 7 SUMP PIT SUMP PUMP - GOULDS #SP035V, 1/3 HP
- 8 BULK CHLORINE STORAGE TANK: CHEMTAINER #TC3448DC, 150 GALLON
- 9 BULK ACID STORAGE TANK: CHEMTAINER #TC3539DC, 100 GALLON

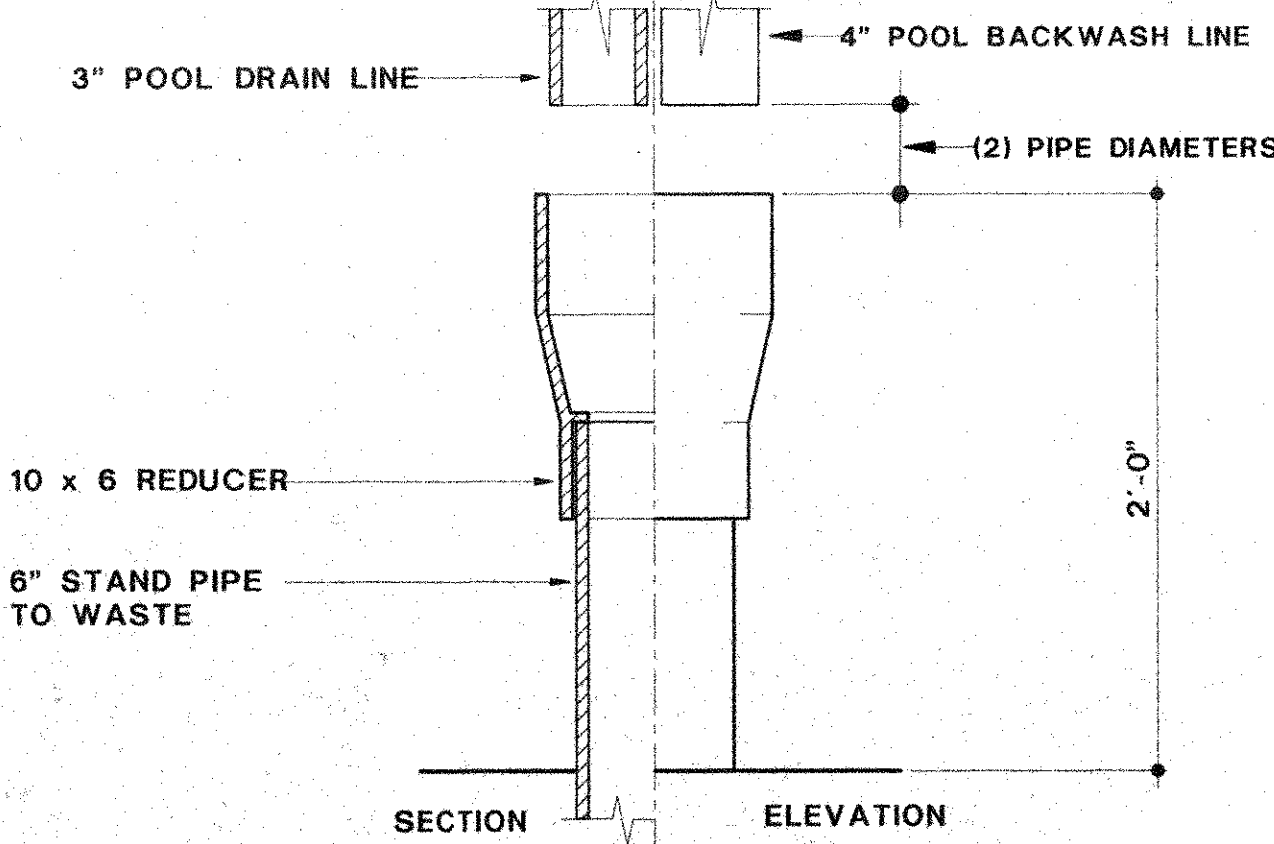
EQUIPMENT SCHEDULE



EMERGENCY EYEWASH/SHOWER

SCALE: 3/4" = 1'-0"

4



AIR GAP TO WASTE

SCALE: NONE

3

- A SWIMMING POOL PUMP ON 24"x36" CONCRETE PAD (FIELD VERIFY HEIGHT OF PAD WITH EQUIPMENT CLEARANCE REQUIREMENTS). PROVIDE 6" BUTTERFLY VALVE ON SKIMMER LINE AND MAINDRAIN LINE, PLUS ADDITIONAL BUTTERFLY VALVE ON COMBINED PUMP SUCTION LINE PRIOR TO STRAINER BASKET. USE 6"x4" FIBERGLASS REDUCING STRAINER. 3" PUMP DISCHARGE INCLUDES 6"x3" EPOXY COATED REDUCER WITH 6" CHECK VALVE AND 6" BUTTERFLY VALVE TO 6" PVC LINE TO FILTER SYSTEM.

NOTE:
AFFIX PERMANENT LABELS
WITH 4" HIGH LETTERS MIN.
TO WALL BEHIND TANKS:

ACID AND DILUTE 1 PART ACID
TO 4 PARTS WATER

4 SP-4.0 EMERGENCY EYEWASH/SHOWER

7 SP-4.1 CHEMICAL PUMP SHELF
(TYP. 2 PLACES)

NOTE:
AFFIX PERMANENT LABELS
WITH 4" HIGH LETTERS MIN.
TO WALL BEHIND TANKS:
CHLORINE

NOTE:
FULLY INSTALL BACK-UP CHEMICAL FEED PUMPS INCLUDING
TUBING, FOOT VALVE, WALL MOUNTED SHELF, ETC.
SO THAT PUMP IS READY FOR PLUG-IN OPERATION
UPON MALFUNCTION OF PRIMARY PUMP.

6 SP-4.1 SURGE CHAMBER ACCESS
WITH (2) 16"x32" CONCRETE
FILLED ACCESS COVERS WITH
28"x28" CLEAR OPENING.
COVER MUST BE ELEVATED
6" ABOVE POOL WATER LEVEL

3 SP-4.1 FLOAT CONTROL

2 SP-4.1 PUMP PIT
ACCESS LADDER

5 SP-4.2 CHEMICAL TANK ANCHOR
(TYP.)

100 GALLON BULK
ACID STORAGE
TANK

150 GALLON BULK
CHLORINE STORAGE
TANK

1" GAS CONNECTION
SEE MECHANICAL
DRAWINGS FOR
CONTINUATION

6" HEATER
BYPASS VALVE

6" FLOW METER

8 SP-4.1 PROBE SENSOR CABINET AND
CHEMICAL CONTROL MONITOR

3" MAKE-UP MANIFOLD
TO SURGE CHAMBER VIA
AIR GAP

LIGHTING CONTACTOR
CABINET

110V/208V
PANEL 'P'

3" POOL DRAIN
BYPASS WITH
3" SHUT-OFF VALVE

4" BACKWASH LINE
TO WASTE VIA AIR GAP

- NOTES:
1. EQUIPMENT ROOM FLOOR MUST SLOPE MIN. 1/4" TO 12" TO FLOOR DRAINS.
 2. ALL POOL EQUIPMENT MUST BE INSTALLED ON HOUSEKEEPING PADS.
 3. PROVIDE HOSE BIB(S) FOR HOUSE CLEANING PURPOSES (SEE BUILDING MECHANICAL DRAWINGS)
 4. PUMP PIT FLOOR MUST SLOPE MIN. 1/4" TO 12" TO SUMP PIT.
 5. MIN. 7'-0" CLEAR ON ALL OVERHEAD PIPING.
 6. PROVIDE PRESSURE GAUGES ON INFLUENT AND EFFLUENT SIDE OF FILTER SYSTEM.
 7. INTERLOCK CHEMICAL SYSTEM WITH MAIN CIRCULATION PUMP AND HEATER CONTROLS.
 8. PROVIDE SHUT-OFF VALVES ON 2" HEATER INFLUENT AND EFFLUENT LINES.
 9. PROVIDE A MINIMUM OF TWO (2) PERMANENT AIR SUPPLY OPENINGS COMMUNICATING DIRECTLY THROUGH THE WALL TO OUTSIDE AIR: ONE WITHIN 12 INCHES OF THE CEILING, AND THE OTHER WITHIN 12 INCHES OF THE FLOOR. EACH OPENING MUST HAVE A MINIMUM FREE AREA OF ONE SQUARE INCH PER 4,000 BTUH INPUT OF THE TOTAL INPUT RATING OF ALL APPLIANCES IN THE EQUIPMENT ROOM.

- ✓ PROVIDE 2 1/2" STAINLESS STEEL GLYCERINE FILLED VACUUM GAUGES AT EACH PUMP STRAINER POT (TYPICAL)
- ① PROVIDE LETRO THERMOMETERS ON HEATER INFLUENT LINE, EFFLUENT LINE AND IN MAIN RETURN LINE AFTER HEATER BYPASS (TOTAL 3 PLACES)

EQUIPMENT ROOM PLAN

SCALE: 3/8" = 1'-0"

MARTINEZ
+ AMADOR
ARCHITECTS INC.

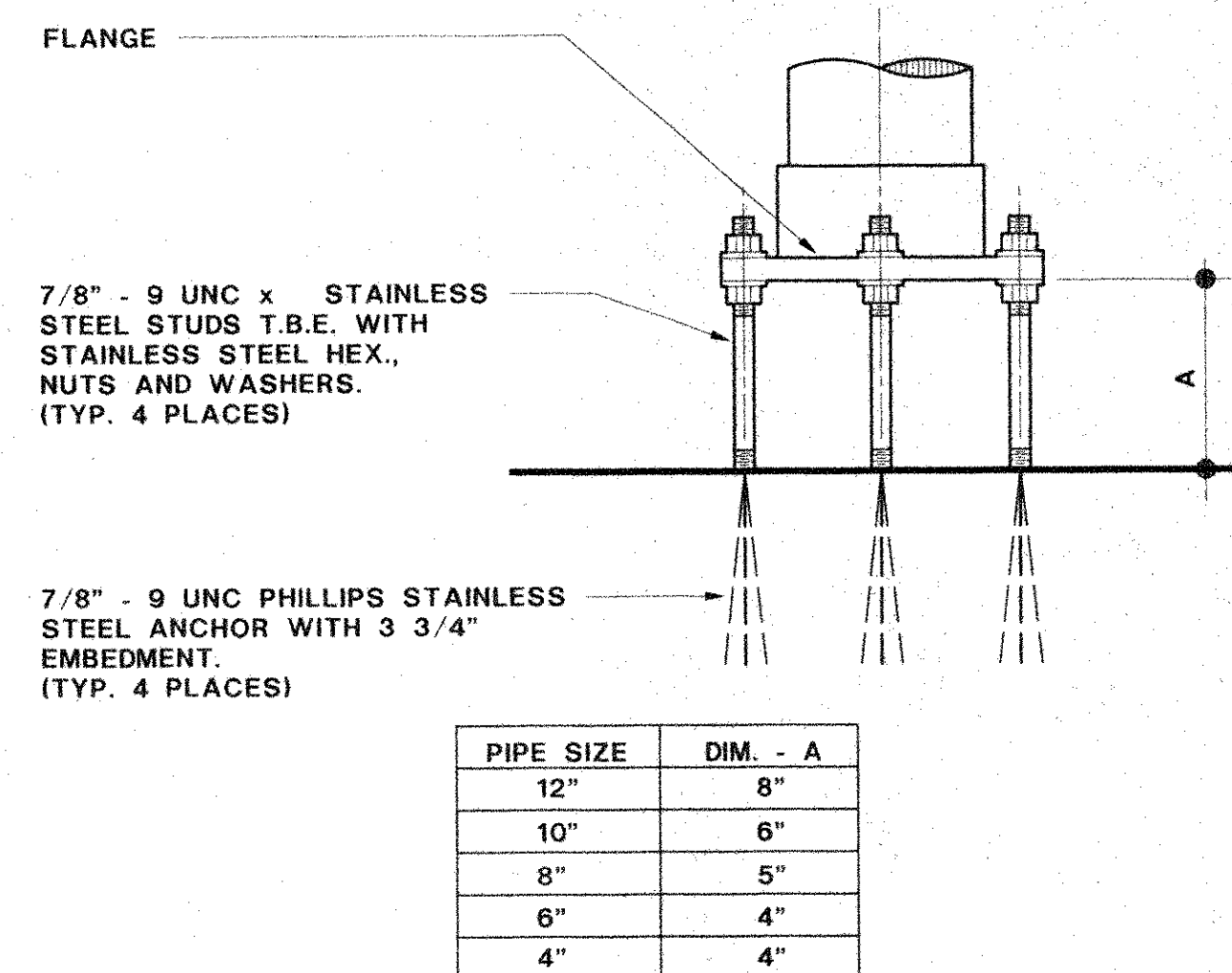
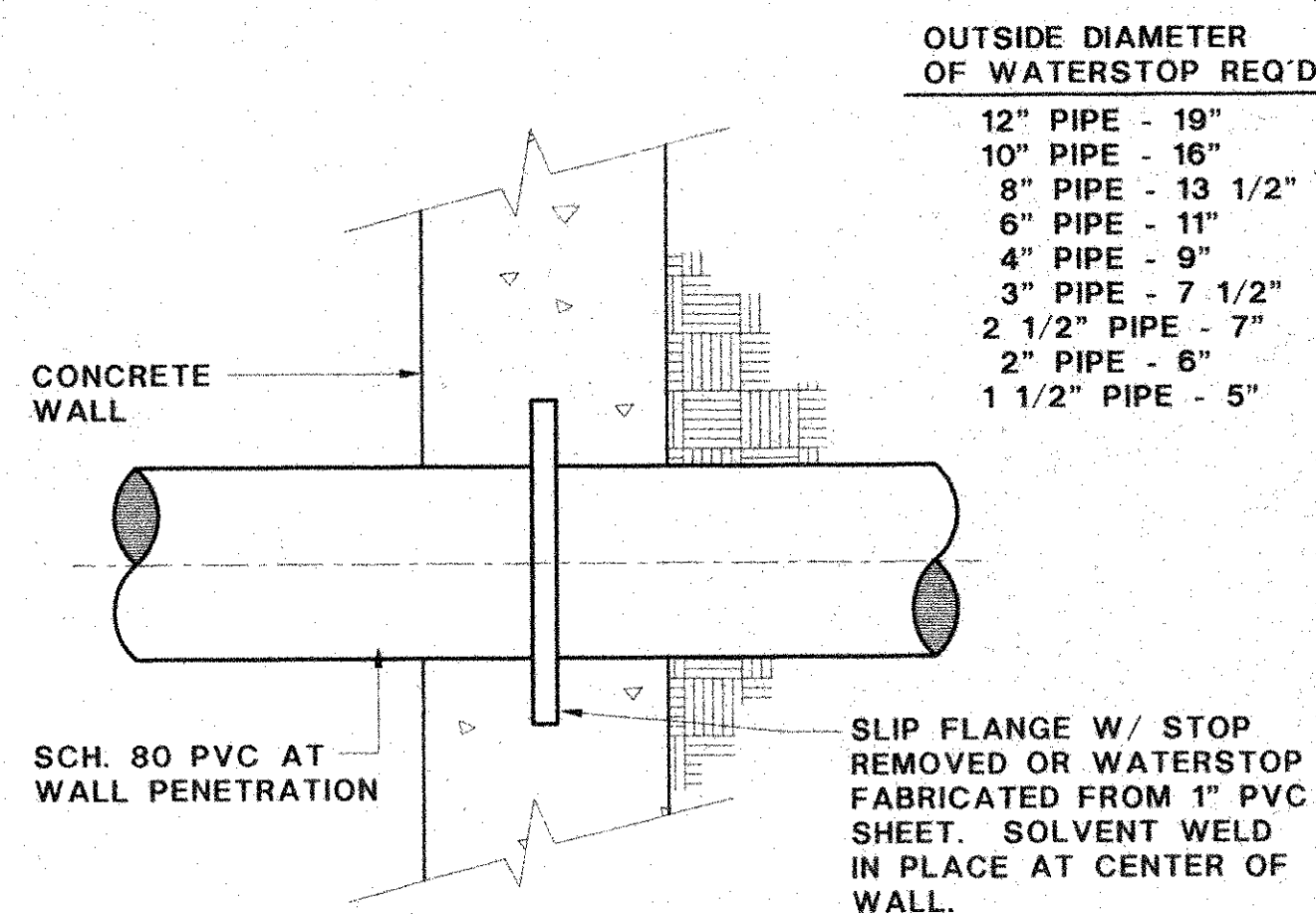
Project Information
Project Name: Downtown Recreation Facility
Project Address: City of Costa Mesa
Project Number: SP-4.0
Scale: 3/8" = 1'-0"

DESIGN BY: K.V.S.
DATE: 11-5-99
DRAWN BY: F.A.M.
DATE: 11-5-99
CHECKED BY: W.N.R.
DATE: 11-5-99

PROJECT DIRECTOR: CITY OF COSTA MESA
APPROVED BY: [Signature]
DATE: 11-5-99

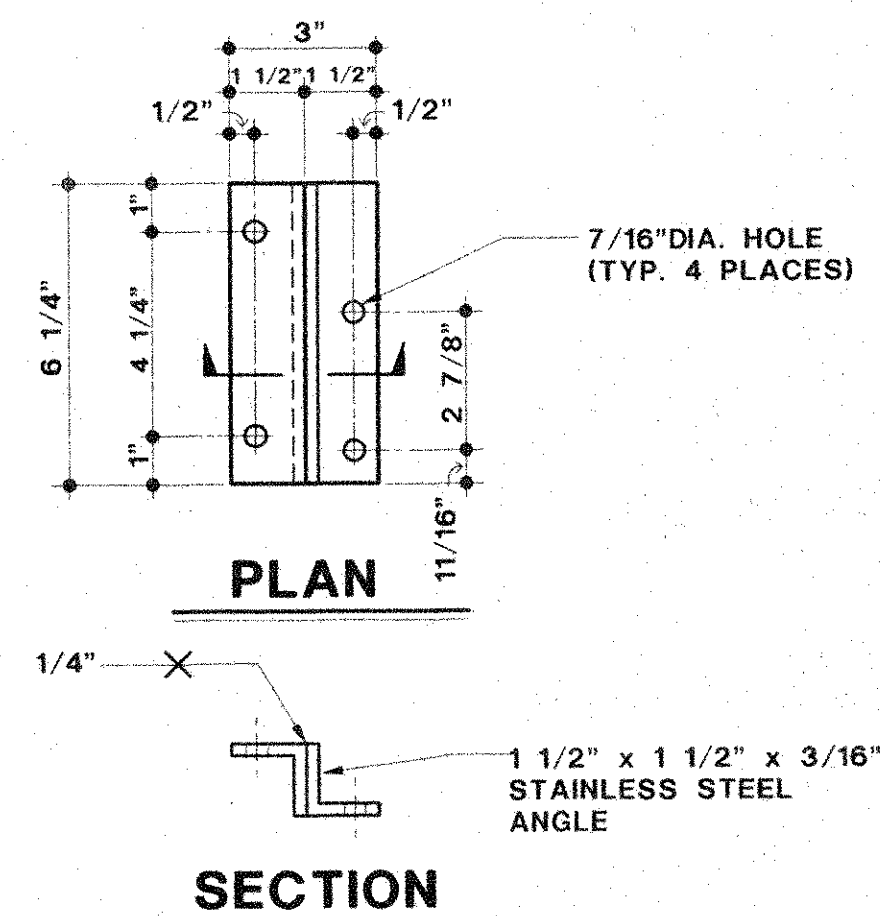
EQUIPMENT ROOM PLAN, SCHEDULE
AND DETAILS
DOWNTOWN RECREATION FACILITY- CITY OF COSTA MESA
PROJECT ADDRESS: [Address]
PROJECT NUMBER: SP-4.0
DATE ISSUED: 11-5-99
FILE NO. 11-5-99

SHEET
SP-4.0
59 of 123 SHEETS

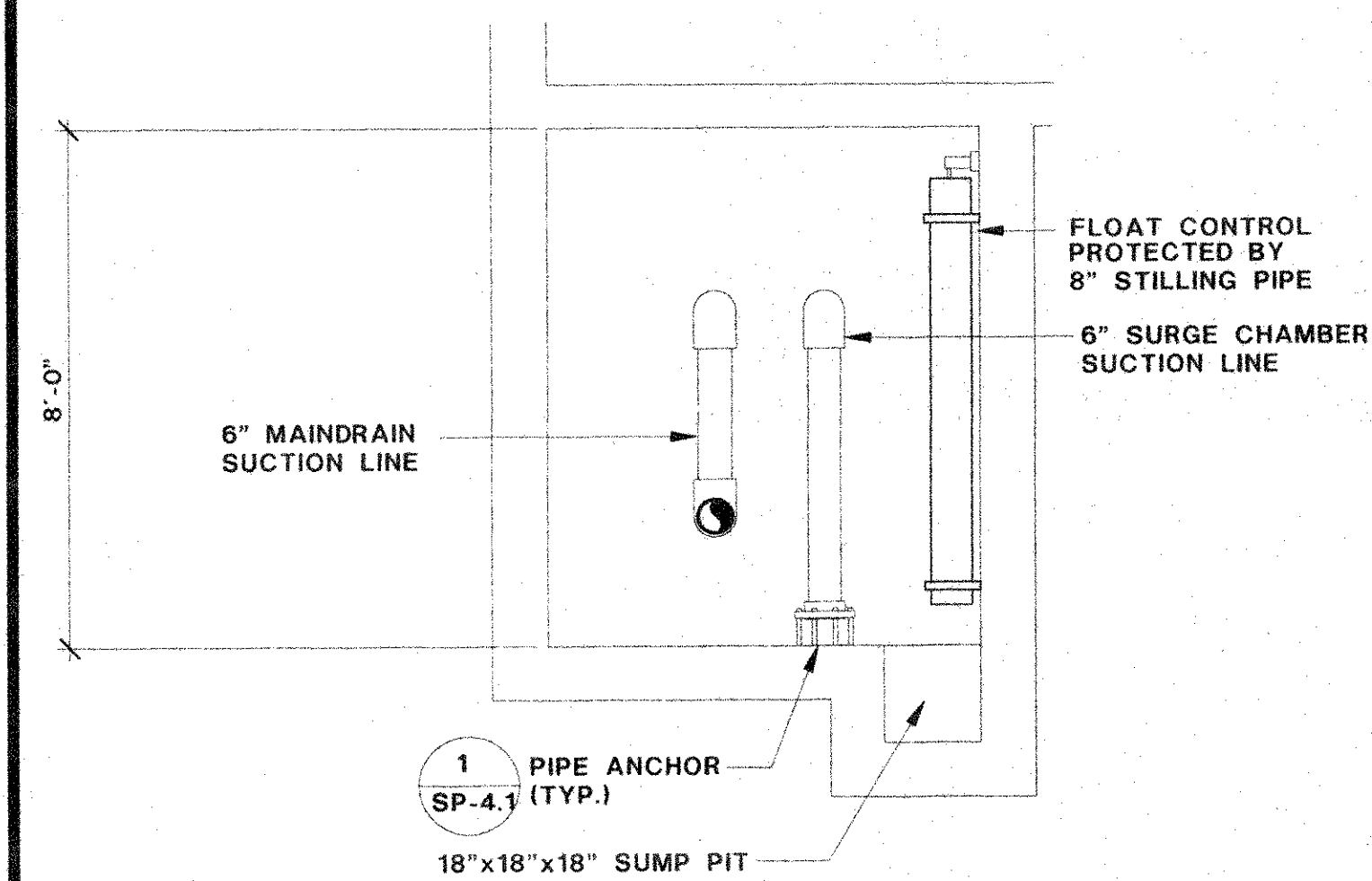


PIPE ANCHOR

SCALE: NONE

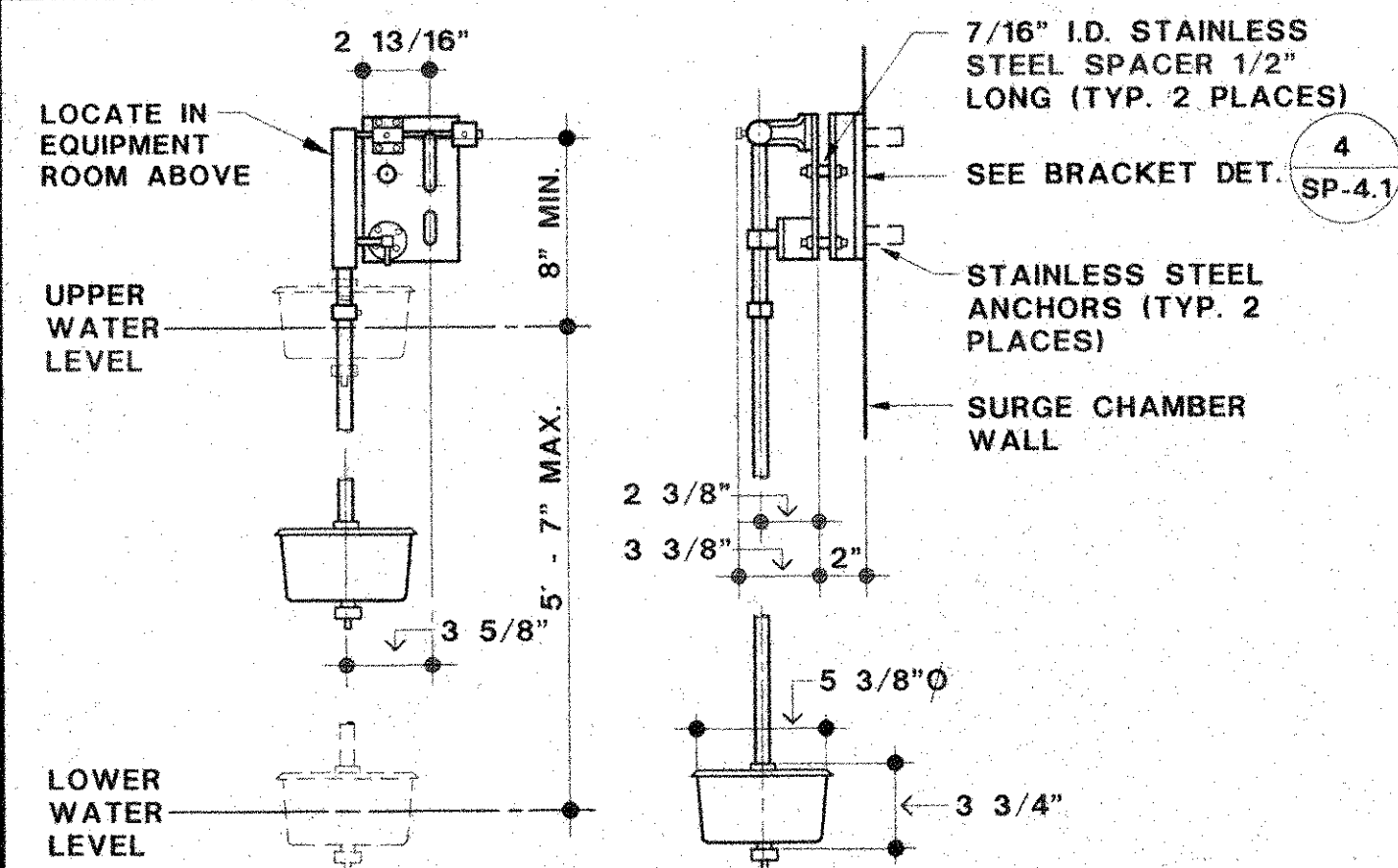


1. ALL HARDWARE TO BE STAINLESS STEEL.
2. SECURE BRACKET TO WALL WITH 3/8" - 16 UNC PHILLIPS STAINLESS STEEL ANCHOR WITH 1 5/8" MIN. EMBEDMENT.
3. BRACKET AND HARDWARE IS NOT SUPPLIED WITH CONTROLLER.

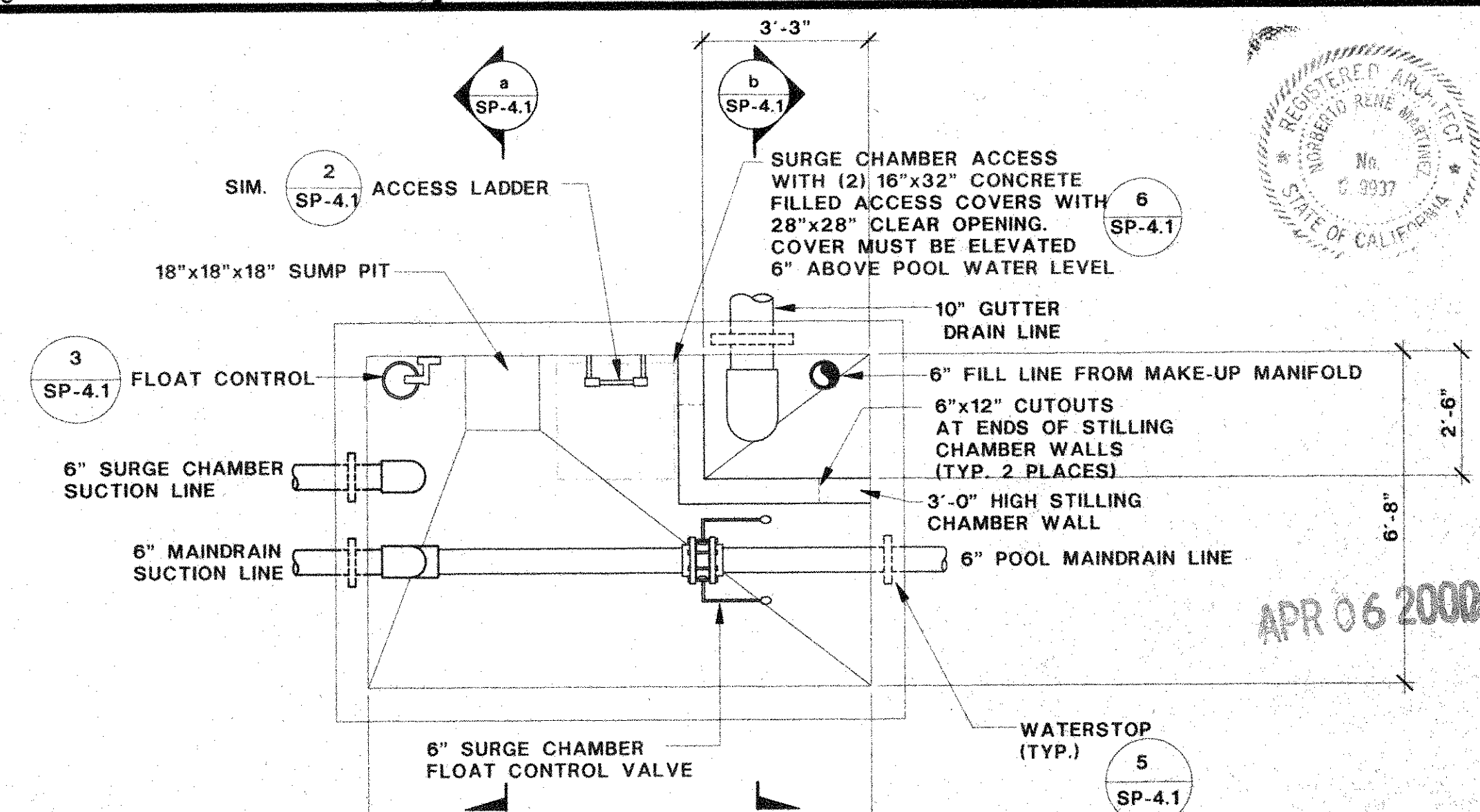


SURGE CHAMBER ELEVATION

S C A L E: 3/8" = 1'-0"



1. ALL HARDWARE TO BE STAINLESS STEEL.
2. SECURE CONTROLLER TO BRACKET WITH (2) 3/8"-16 UNC x 1 3/8" STAINLESS STEEL BOLT WITH STAINLESS STEEL NUT AND WASHER.
3. HARDWARE IS NOT SUPPLIED WITH CONTROLLER.

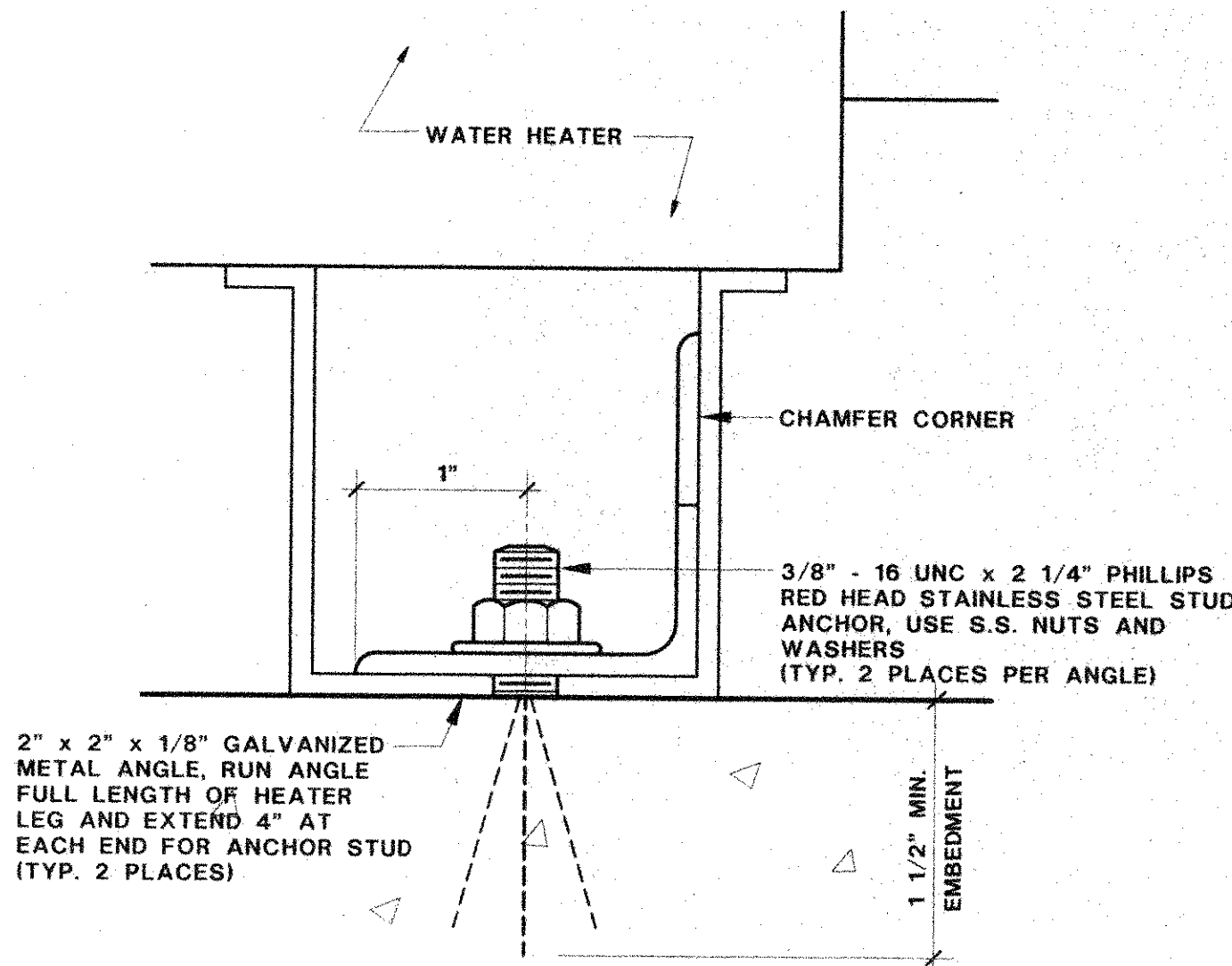


NOTES:
1. SLOPE FLOOR MIN. 1/8"12" TO SUMP PIT.
2. ALL SURFACES TO BE SEALED WITH CEMENTITIOUS WATERPROOFING.
3. PROVIDE PIPING PENETRATIONS THRU VAULT AS INDICATED IN PLAN AND SECTION. PIPE PENETRATIONS MUST BE MADE WATERTIGHT.

SURGE CHAMBER PLAN

S C A L E: 3/8" = 1'-0'

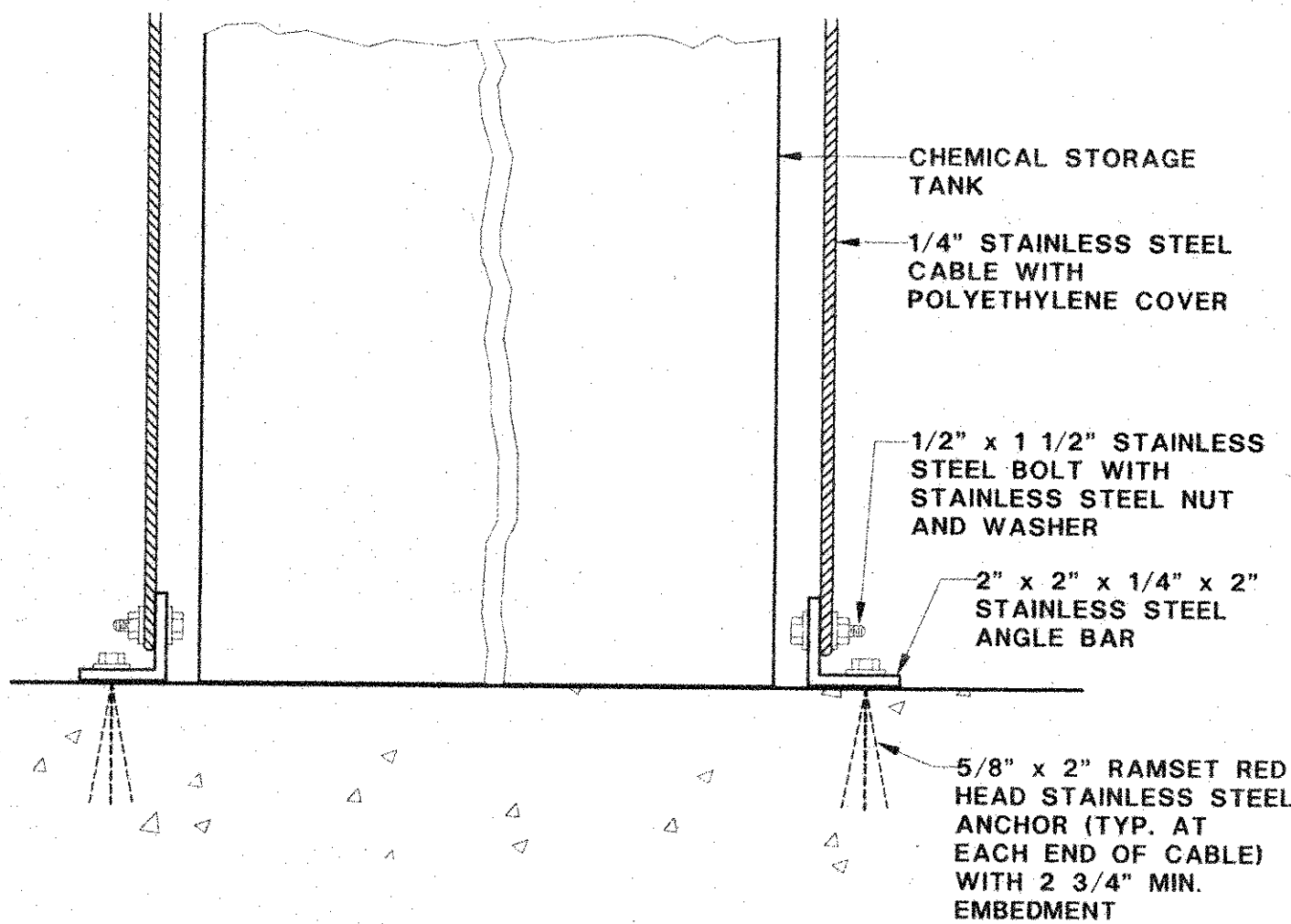
C:\CADD Server\Cisco Drawings\Costa Mesa\SP42.1.dwg Plot Oct 25 15:27:18 1999 F.M. & Rowley International



HEATER ANCHOR

SCALE: NONE

3

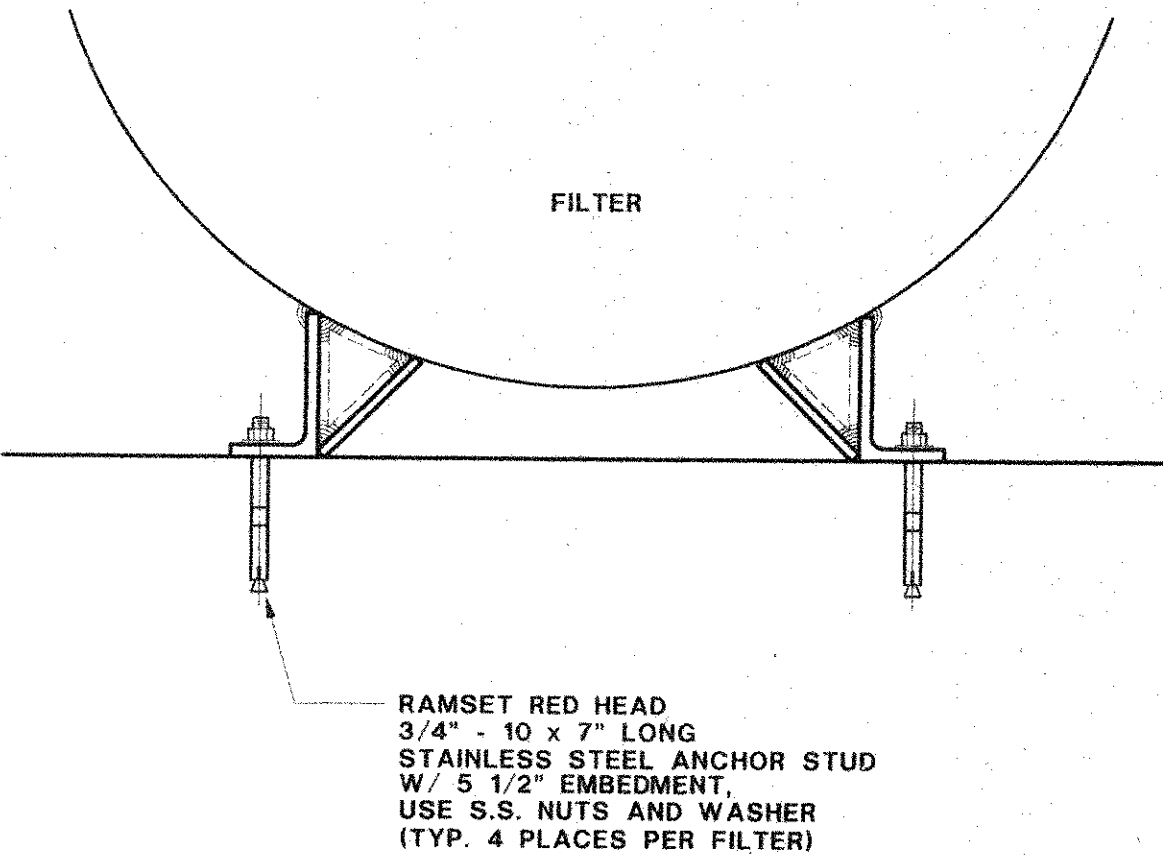


NOTE:
TWO CABLES PER CHEMICAL STORAGE TANK.

CHEMICAL TANK ANCHOR

SCALE: NONE

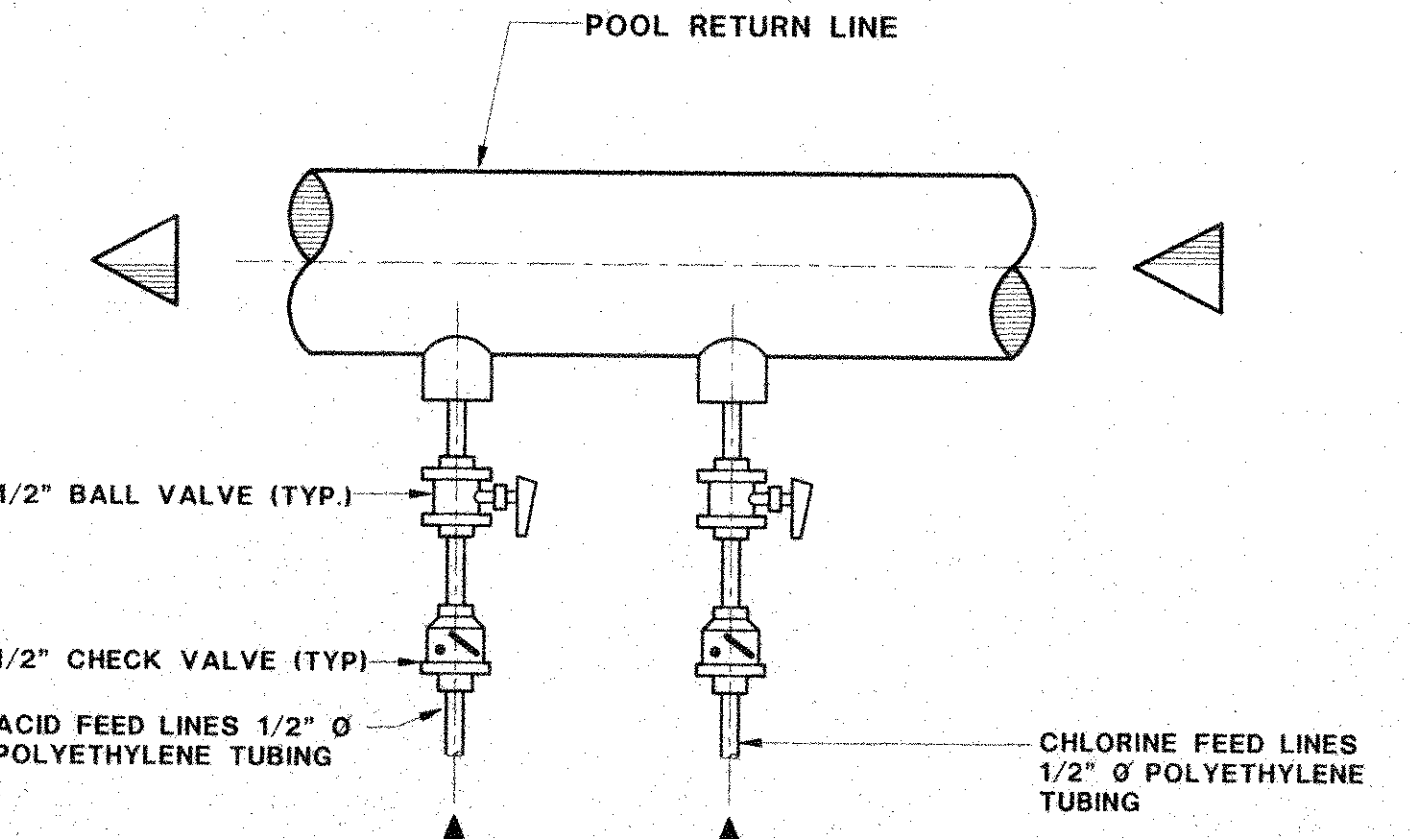
5



FILTER ANCHOR

SCALE: NONE

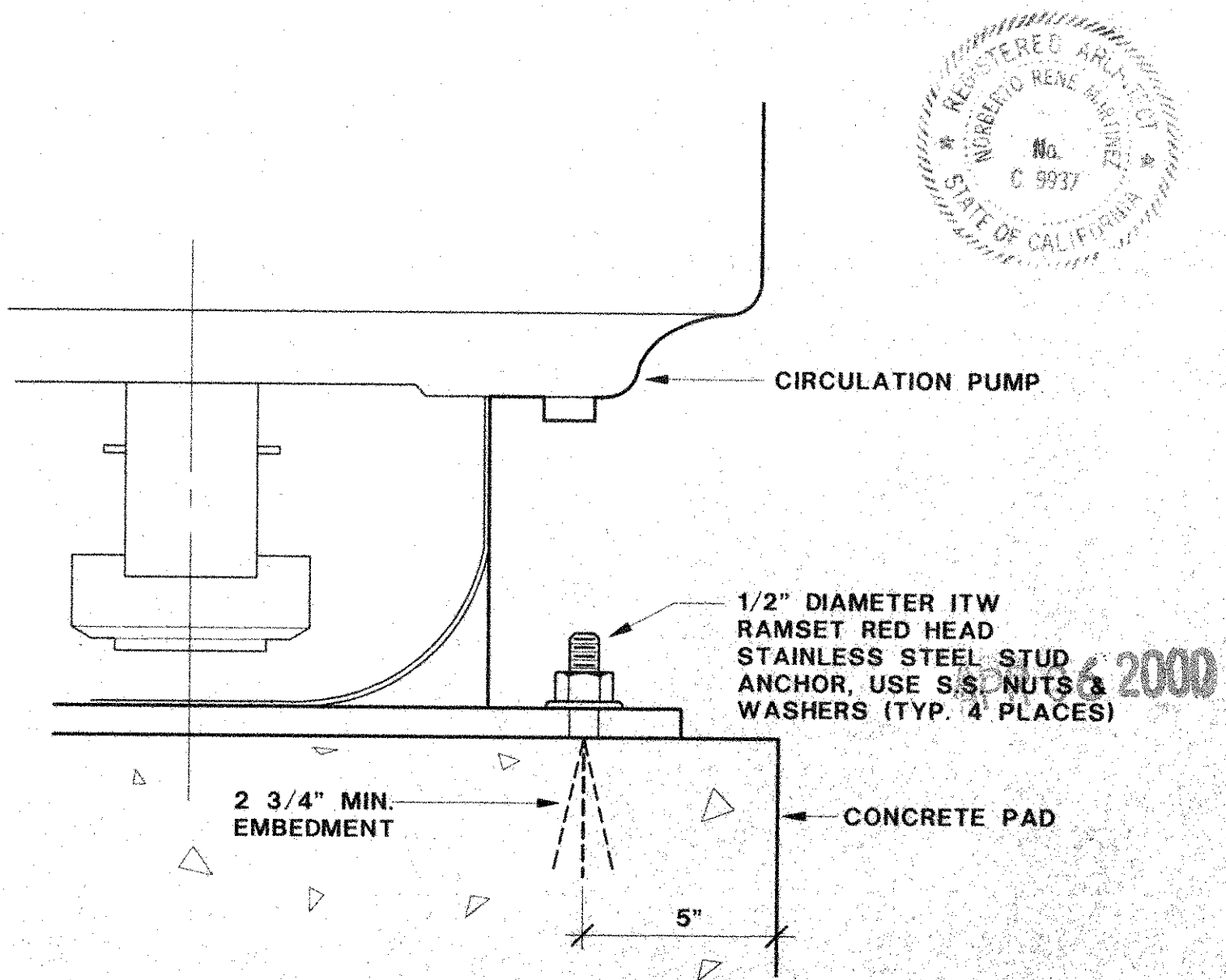
2



CHEMICAL INJECTION

SCALE: NONE

4

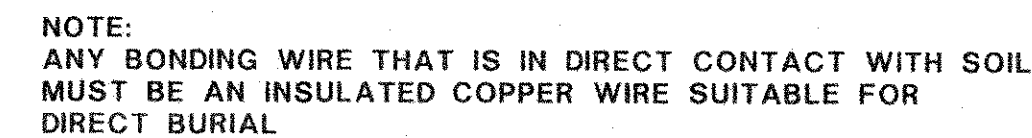


PUMP ANCHOR

SCALE: NONE

1

1. RUN 3/4" DIAMETER SCHEDULE 40 PVC CONDUIT FROM LIGHT TO "J" BOX AT DECK THEN TO BLANK FACE G.F.I. DEVICE WHEN SHOWN.
2. BOND NICHE TO "J" BOX WITH #8 INSULATED COPPER WIRE PER N.E.C. SECTION 680.
3. BOND NICHE TO REBAR WITH #8 CONTINUOUS SOLID COPPER WIRE PER N.E.C. SECTION 680.
4. LIGHT CORD LENGTH 150'-0" (MAXIMUM).
5. MAXIMUM NUMBER OF 90 DEGREE BEND IN CONDUIT 3.
6. CORD WRAP TO FACILITATE BULB CHANGE OUT ON DECK. CORD MUST BE LONG ENOUGH SO LIGHT CAN BE PLACED ON DECK 2 FEET FROM EDGE.
7. U.L. APPROVED WET NICHE UNDERWATER LIGHT WITH DRAINAGE HOLES IN FACE OF RING OF LIGHT. INSTALLED IN ACCORDANCE WITH N.E.C. ART. 680 - 20.
8. PROVIDE AN APPROVED POTTING COMPOUND IN THE FORMING SHELL.
9. PROVIDE A STRAIN RELIEF AT SWIMMING POOL JUNCTION BOX FOR UNDERWATER LIGHT FIXTURE CORD.
10. PROVIDE AN APPROVED POTTING COMPOUND AT SWIMMING POOL JUNCTION BOX.



SCALE: NONE



SCALE: NONE



ELECTRICAL NOTES

- ① CIRCUIT BREAKER SHALL BE GROUND FAULT CIRCUIT INTERRUPTING TYPE
- ② ALL C/B'S SHALL BE BOLT ON TYPE
- ③ FEEDER AND NEUTRAL BUS SHALL BE COPPER
- ④ MANUFACTURER SHALL BE THE SAME AS BUILD. EQUIPMENT
- ⑤ PANEL AIC SHALL BE COORDINATED WITH SERVIC UTILITY

SEE ALSO
ELECTRICAL SPECIFICATIONS
16010-BASIC ELECTRICAL
REQUIREMENTS
16050-BASIC ELECTRICAL
MATERIALS AND METHODS

S C A L E: 1/8" = 1'-0"

APR 06 2000



MARTINEZ
+ AMADOR
ARCHITECTS INC.

**KOCHER &
SCHIRRA**
ELECTRICAL

K.V.S.

DESIGN DATE:

TA MESA:

city of

et Direc

PLAN,

AL SI

**ELECTRIC
RETAILS**

**G POO
E AND**

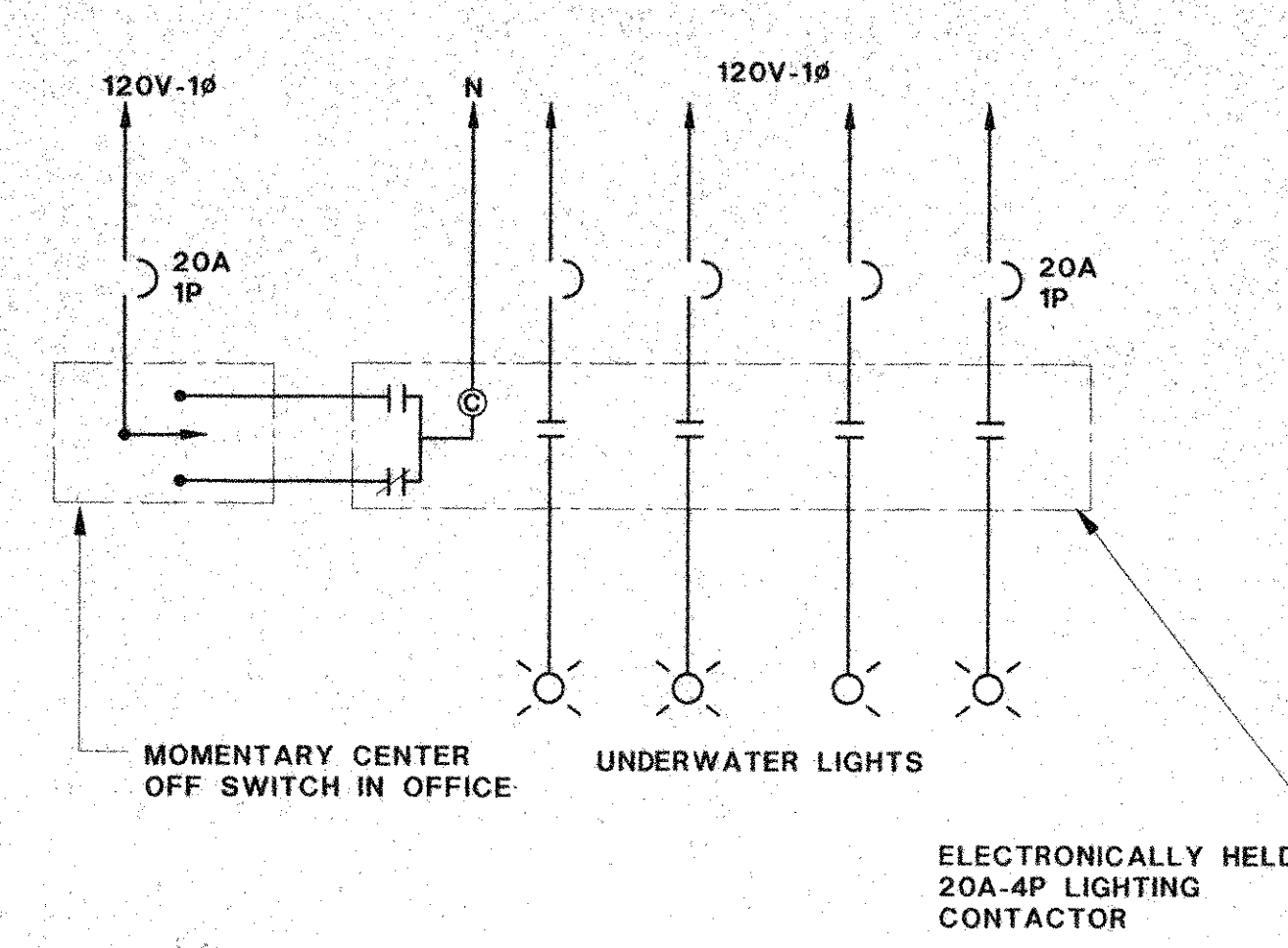
THE SWIMMING SCHEDULE

PROJECT

FILE NO.

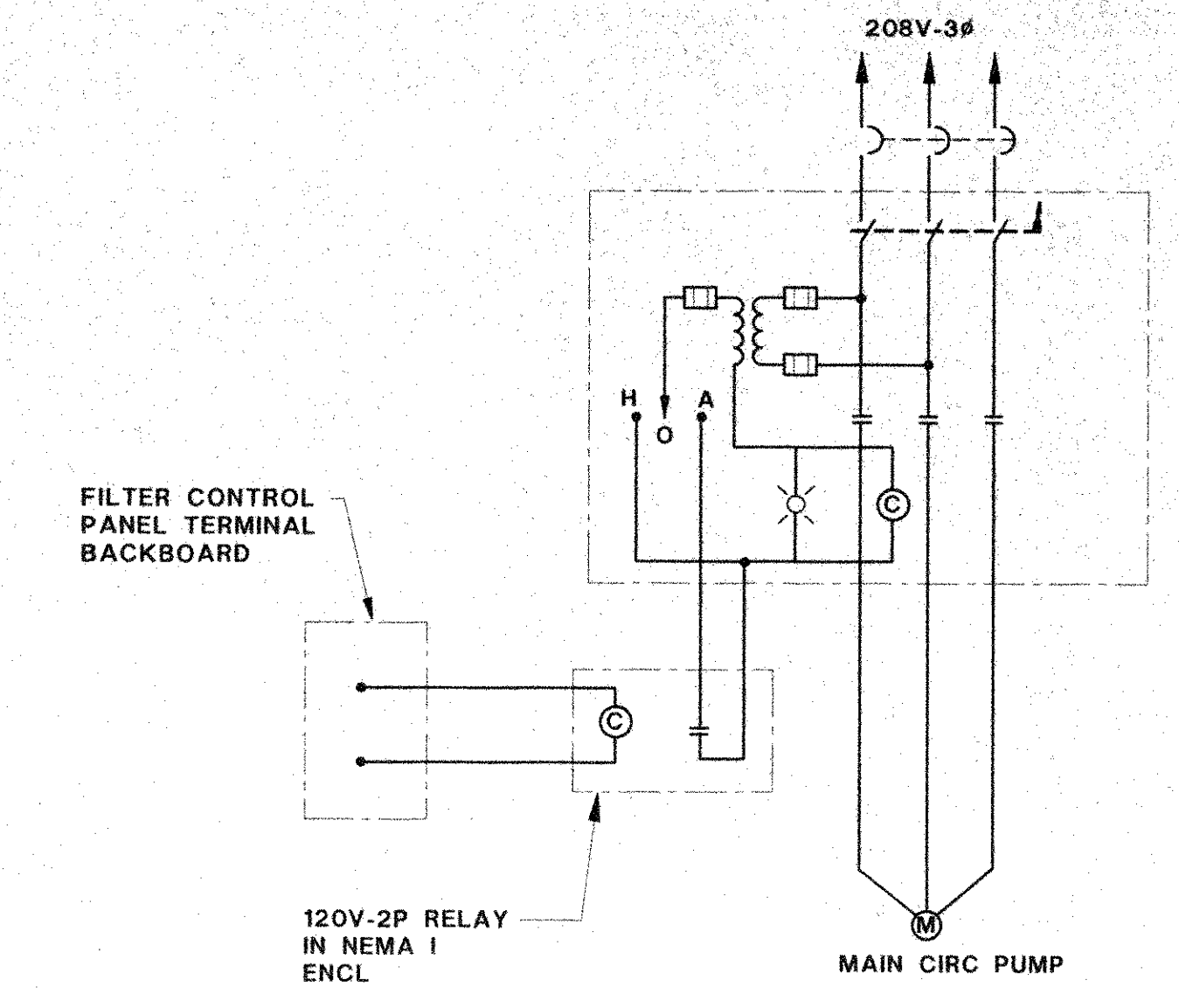
SHEET

89-173



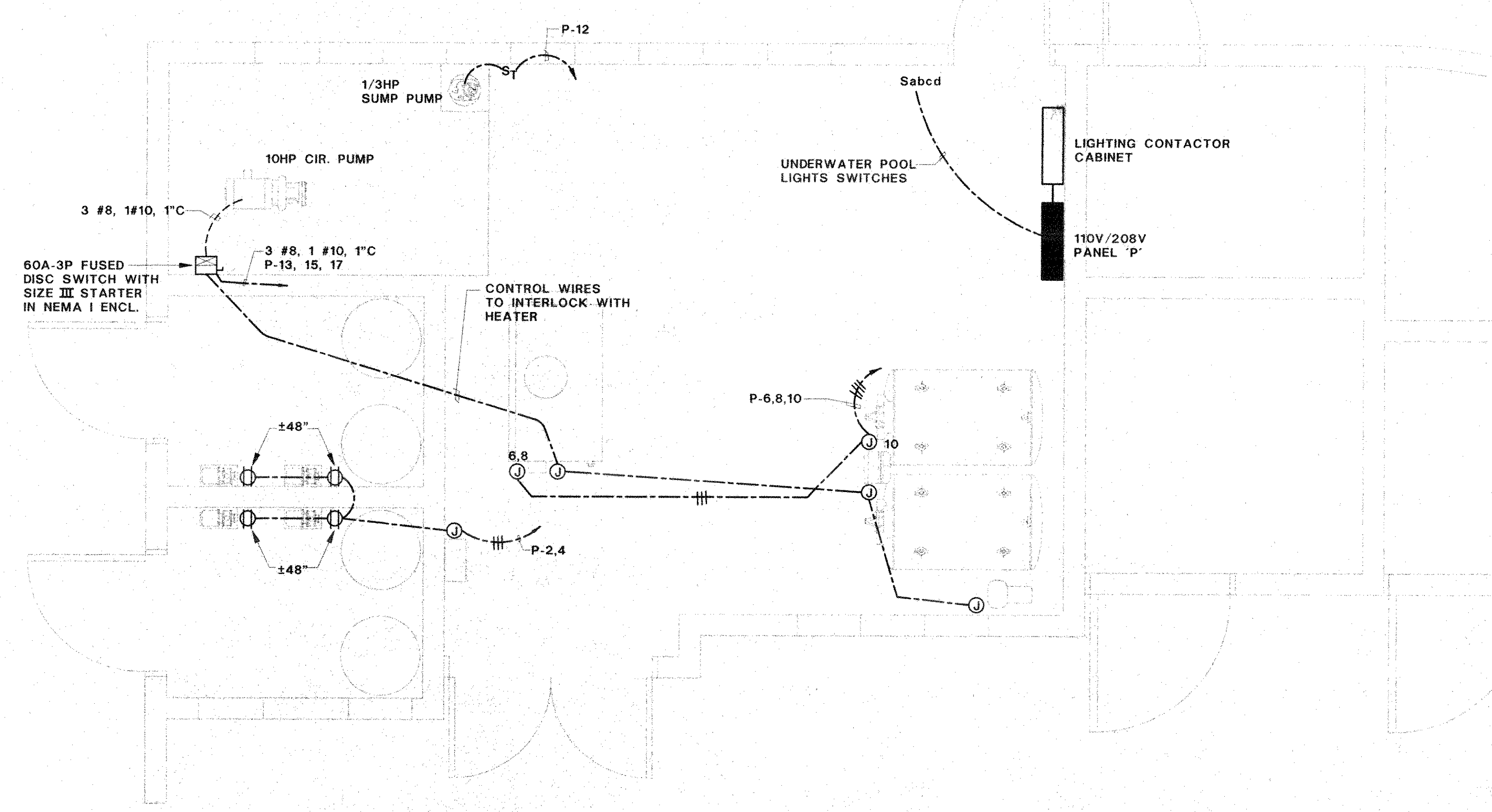
LIGHTING CONTROL

2



MAIN CIRC. CONTROL DIAGRAM

1



EQUIPMENT ROOM ELECTRICAL PLAN

SCALE: 3/8" = 1'-0"



MARTINEZ + AMADOR ARCHITECTS INC.	
DESIGN BY: K.V.S.	DATE: _____
DRAWN BY: F.A.M.	DATE: _____
CHECKED BY: W.N.R.	DATE: _____
PROJECT: DOWNTOWN RECREATION FACILITY - CITY OF COSTA MESA PROJECT NO.: _____ SHEET: SP-6.1	

SECTION G

MISCELLANEOUS CONTRACT DOCUMENTS (SAMPLES)

**LABOR AND MATERIALS PAYMENT BOND
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to _____, hereinafter designated as the "Principal", a contract for the project known as: _____ in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and _____, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the _____ day of _____, 20____.

Name of Contractor (Principal)

Authorized Signature/Title

Name of Surety

Authorized Agent Signature

Address of Surety

Print Name and Title

FAITHFUL PERFORMANCE BOND _____
PUBLIC WORK

(The premium charge on this bond is \$ _____, being at
the rate of \$ _____ per thousand of the contract price)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the CITY OF COSTA MESA, 77 Fair Drive, Costa Mesa, California 92626, has
entered into a contract dated _____, 20 _____, which is hereby incorporated by reference
herein, with _____
hereinafter designated as the "Principal," for the work described as follows:

_____; and
WHEREAS, said Principal is required by the terms of said contract to furnish a bond for the
faithful performance of said contract.

NOW, THEREFORE, We the Principal, and _____
a corporation organized and existing under the laws of the State of _____ and duly
authorized to transact business under the laws of the State of California, as Surety, are held and
firmly bound unto the CITY OF COSTA MESA in the penal sum of _____
_____ Dollars (\$ _____), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

The Condition Of This Obligation Is Such, That, if the above bounden Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and
truly keep and perform the covenants, condition and agreements in the said contract and any alteration
thereof made as therein provided, or his or their part, to be kept and performed at the time and in the
manner therein specified, and in all respects according to their true intent and meaning, and shall
indemnify and save harmless the CITY OF COSTA MESA, its officers and agents, as therein stipulated,
then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of **the** contract or the
work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____
day of _____, 20 _____

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement.

(ii) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY "

(iii) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
INSURED	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER

JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: ZZ/ZZ/2014

Policy No. GPVGT'''

Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By: _____

City of Costa Mesa, Department of Public Services
Application and Permit for Work Described Below

PERMIT NO.

VENDOR NO.

Address or Location of Work _____ Date _____

Type of Work to be Done _____

Start Date _____ Permit Not Valid After _____ (Expiration Date) Plan No. _____

Contractor's Name _____ Address _____

Telephone No. (Day) _____ (Night) _____ City and State _____

State License No./Class _____ City Business License No. _____

Applicant's Name _____ Address _____

Telephone No. _____ Developer's Name _____ Telephone No. _____

Name of Insurance Co. _____ Insurance Cert. No.(s) _____

24-Hour Emergency Contact _____ Telephone No. _____

FEES Bond \$ _____ Cash Deposit \$ _____ Issuance \$ _____ Inspection \$ _____ TOTAL \$ _____	48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT Account # 	PERMIT APPROVED FOR CITY ENGINEER By _____ Date _____ Underground Service Alert ID No. _____
---	---	--

Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15 -25,-15-27, 15-27.1, 15-39 and 15-48.

THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:

1. That all work shall be performed in accordance with the **Standard Specifications for Public Works Construction** (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the **Work Area Traffic Control Handbook** (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of _____ lane(s) may be closed if necessary to perform work within the public right of way during the hours of **8:30 a.m. - 3:30 p.m. Monday through Friday** as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native ☐ and imported ☐.
3. **Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.**
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunneling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. _____.
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. _____.
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provides the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: _____

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

Costa Mesa Sanitary District
(714) 631-1731

Mesa Consolidated Water District
(714) 631-1200

UNDERGROUND SERVICE ALERT
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-3111

INSPECTION RECORD		Inspector of Records	CERTIFICATE OF INSPECTION I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner. By: _____ <div style="text-align: right;">Inspector</div> <div style="text-align: right;">Date</div>
Date			

0183-62 mw, rev. 2/03
 White - Inspectors;
 Canary - Engineering;
 Pink - Finance
 Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature _____ Date _____

3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE
THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED



APPLICATION FOR BUSINESS LICENSE
SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
(714) 754-5234 TDD: (714) 754-5244

Business Name _____

Parent Company Name _____
(If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address _____
(Cannot be a P.O. Box)

Street #	Street name	Unit #	City	State	Zip
----------	-------------	--------	------	-------	-----

Mailing Address _____
(Can be a P.O. Box)

Street #	Street name	Unit #	City	State	Zip
----------	-------------	--------	------	-------	-----

Business Telephone # (_____) _____ Business Start Date _____ No. of Employees (on average) _____

Ownership (Check One only)
☐ Sole Owner ☐ Corporation ☐ Partnership ☐ Husband & Wife Co-ownership ☐ Limited Liability Company
☐ Limited Liability Partnership

Seller's Permit No. _____ Contractors State No. & Class _____
(If Applicable) (If Applicable)

Federal Employer ID # or, Owner's Social Security # _____ Federal Firearms License # (if applicable) _____

OWNER'S OR PRINCIPAL'S NAME(S)

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # (_____) _____ Title _____	Telephone # (_____) _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

TYPE OF BUSINESS

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: _____

Standard Industrial Class Code (SIC) _____

Alcohol Beverage Control Permit No. _____ (If Applicable)	Department of Motor Vehicles Permit # _____ (Required for automobile/motorcycle sales businesses)
Hours of Operation (M-F) _____ (S-SU) _____ (Commercial/Industrial only)	Number of Rental Units/Rooms/Spaces _____ (If Applicable)

CHOOSE ONE OF THE APPROPRIATE FEES BELOW

GENERAL BUSINESS
(wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ _____

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over 500,000.00	\$200.00

TAX EXEMPT ORGANIZATIONS
Attach proof of Tax Exempt Status (required for waiver of tax due)

SHOW, EXHIBITION, SWAP MEET Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left
.....Enter the tax due amount here \$ _____
PLUS(# of sellers _____ x \$5 = \$ _____)
EQUALSTotal tax due \$ _____

ADMINISTRATIVE OFFICES/WAREHOUSES
(Fees based on annual operating expenses when no receipts generated)
Enter annual operating expenses amount \$ _____
Use Gross Receipts schedule to the left to determine business license tax.

CONTRACTOR
(California Licensed) Total tax due **\$50.00**

VEHICLE WHEEL, TAXI, TOW TRUCK, BUS
Number of Vehicles: _____ x \$25.00 = Total Tax Due \$ _____

Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year?	Yes _____	No _____
Will you have an assembly room with an occupant load of 50 or more persons?	Yes _____	No _____
Will you be installing a spray booth?	Yes _____	No _____
Will your business produce dust/wood shavings or other material?	Yes _____	No _____
Will you be storing or using flammable or combustible liquids or compressed gases?	Yes _____	No _____
Will you be warehousing materials higher than 12 feet?	Yes _____	No _____

Fire Department approval required for any **"Yes"** answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. **** Sales or use tax may apply to your business activities.** You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. **** I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.**

Authorized
Signature _____ Title _____ Date _____

FOR CITY OFFICE USE ONLY

Planning Approval _____	Date Approved _____	CUP Required? _____ CUP # _____
Building Approval _____	Date Approved _____	Comments _____
Fire Department Approval _____	Date Approved _____	_____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CITY OF COSTA MESA
(SAMPLE) PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 21-##**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated _____ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and _____, a [state] [type of organization] ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of _____.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as _____, City Project No. ____ ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- a. This Agreement;
- b. CONTRACTOR's bid;
- c. Notice inviting bids;
- d. Complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions;
- e. Certificates of Insurance;
- f. Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond;
- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and

- i. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is _____, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY

by the Project Manager, and in accordance with the time of performance set forth in Paragraph 8 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

_____ (\$_____.00).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within _____ [working/calendar] days from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to

CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to _____ as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide

CONTRACTOR with a notice of intent to terminate as provided in Paragraph 9 (Termination), of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 10 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

13. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority

to act for CONTRACTOR.

14. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by

obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with

Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts

liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 20 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged

to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

“The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.”

(2) Notice:

“Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”

(3) Other Insurance:

“Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual

orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: _____

Notices required to be given to CONTRACTOR shall be addressed as follows:

Attn: _____

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions

for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment

without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

40. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Acting Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

Baltazar Mejia, P.E.
Interim City Engineer

Date: _____